

Washington State Department of Ecology

Water Quality Program Financial Assistance for Fiscal Year 2001

Centennial Clean Water Fund

State Water Pollution Control Revolving Fund

Clean Water Act Section 319 Nonpoint Source Fund

Volume Two: Appendices

Ecology Publication Number 99-40 (Vol. 2)

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Note: The Water Quality Financial Assistance Guidelines For Fiscal Year 2001 comes in two volumes:

Volume One contains the main body of the Guidelines.

Volume Two of the guidelines contains the Appendices

A companion volume, "Laws and Rules," is also available

Contact Information:

US Mail address	Department of Ecology, Water Quality Program
(not to be used for UPS	Financial Management Section
or other package delivery services):	P.O. Box 47600
denvery services).	Olympia, WA 98504-7600
Street address	Department of Ecology, Water Quality Program
(Physical location /	Financial Management Section
package delivery – not to be used for US Mail):	300 Desmond Drive
be used for estimate.	Lacey WA 98503
Phone:	(360) 407-6400
Internet:	Water Quality Program: http://www.wa.gov/ecology/wq/
	Funding info: http://www.wa.gov/ecology/wq/funding
General questions:	Kim McKee, (360) 407-6566, e-mail kmck461@ecy.wa.gov
	Tim Hilliard, (360) 407-6429, e-mail thil461@ecy.wa.gov
Facility project questions:	Brian Howard, (360) 407-6510, e-mail brho461@ecy.wa.gov
Activity project questions:	Dan Filip, (360) 407-6509, e-mail dfil461@ecy.wa.gov
Application questions:	Tammy Riddell, (360) 407-6503, e-mail trid461@ecy.wa.gov
Ecology regional office contacts:	See Appendices

The Department of Ecology is an equal opportunity agency and does not discriminate on the basis of race, creed, color, disability, age, religion, national origin, sex, marital status, disabled veteran's status, Vietnam Era veteran's status, or sexual orientation. If you have special accommodation needs or require this document in an alternative format, please call Donna Lynch at (360) 407-7529. The TDD number is (306) 407-6006. E-mail may be sent to dlyn461@ecy.wa.gov

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Appendix A: Comparison of Eligibility of Costs in the Funding Programs

Notes:

- Not all potential situations are covered here. If you are in doubt, talk to an Ecology staff person about your proposed project
- Some other items may be declared eligible or ineligible on a case by case basis
- See footnotes after Part 2

Contents:

- Part One Eligibility of Project Types (may also be components of a project):
- Part Two Eligibility of Project Components:

Appendix A, Part One - Eligibility of Project Types:

(may also be components of a project)

Item Description	Centennial Grant	Centennial Loan	SRF Loan	319 Grant
Acts of nature: Projects related to acts of nature that alter the natural environment, thereby causing water quality problems	N	N	N	N
Aquatic plant control for aesthetic reasons, navigational improvements, or other purposes unrelated to water quality	N	N	N	N
Aquatic plant control when it has been established that water quality degradation is due to the presence of aquatic plants, and sources of pollution have been addressed sufficiently to assure that pollution being remediated does not recur	Y	Y	Y	Y
Best management practices implementation on private property (see Footnotes 1 and 2)	Y	Y	Y	Y
Best management practices implementation on public property	Y	Y	Y	Y
Best management practices: monitoring effectiveness	Y	Y	Y	Y
Education and stewardship programs	Y	Y	Y	Y
Facilities: Sewer systems, new, to eliminate failing or failed on-site septic systems, where a public health emergency or severe public health hazard has been declared by the Washington State Department of Health or a similar advisory issued by a local health department or district	N	Y	Y	N
Facilities: Construction of combined sewer overflow abatement	Y	Y	Y	N
Facilities: Construction of facilities for the control, storage, treatment, disposal, or recycling of domestic wastewater	Y	Y	Y	N

Item Description	Centennial Grant	Centennial Loan	SRF Loan	319 Grant
Facilities: Construction of water pollution control facilities to meet existing need (subject to eligibility of project specifics such as previously funded objectives and project element eligibility)	Y	Y	Y	N
Facilities: Construction of water pollution control facilities with reserve capacities to meet up to 110 percent of existing needs	N	Y	Y	N
Facilities: Construction of water pollution control facilities with reserve capacities to accommodate flows associated with 20-year projected growth within defined service areas	N	N	Y	N
Facilities: Engineering reports	N	N	N	N
Facilities: Facilities that propose to meet or maintain primary treatment of domestic sewage	N	N	N	N
Facilities: Sewers and side sewer laterals on public property for infiltration and inflow correction projects (when documented to be the cost effective alternative for wastewater treatment in the facilities plan approved by Ecology)	Y	Y	Y	N
Facilities: Plans and specifications for design of water pollution control facilities	N	Y	Y	N
Facilities: Plans for water pollution control facilities	N	Y	Y	N
Facilities: Refinance construction of facilities initiated after March 15, 1985 provided SRF requirements are met	N	N	Y	N
Facilities: sewer laterals or individual pump stations on private residential property, or other appurtenances where the facilities ARE owned and maintained by a public body; e.g. Septic Tank Effluent Pump (STEP) systems	N	Y	Y	N
Facilities: side sewer laterals or individual pump stations on private residential property, or other appurtenances where the facilities ARE NOT owned and maintained by a public body	N	Y	N	N
Facilities: Transferring ownership of a small wastewater system to a public entity (costs associated with) (see Footnote 3)	Y	Y	Y	N
Flood control: Projects primarily designed to provide flood control	N	N	N	N
Groundwater protection activities and programs	Y	Y	Y	Y
Lake implementation projects	Y	Y	Y	Y
Lake implementation projects where there is no public access	N	N	N	N

Item Description	Centennial Grant	Centennial Loan	SRF Loan	319 Grant
Lake water quality planning activities	Y	Y	Y	Y
Local loan fund establishment for water pollution control	N	Y	Y	N
Monitoring programs (volunteer), especially in conjunction with other nonpoint projects	Y	Y	Y	Y
Monitoring water quality	Y	Y	Y	Y
On-site systems: Costs associated with the establishment of an area-wide program for ongoing maintenance of on-site wastewater systems (see Footnote 4)	Y	Y	Y	Y
On-site systems: Residential and small commercial on-site septic system rehabilitation and replacement	N	Y	Y	N
On-site systems: Septic System Surveys	Y	Y	Y	Y
Planning, comprehensive basin, watershed, and areawide water quality	Y	Y	Y	Y
Planning, comprehensive sewer including wastewater element of capital facilities planning under the Growth Management Act	Y	Y	Y	N
Planning, comprehensive stormwater	Y	Y	Y	N
Planning, farm	Y	Y	Y	Y
Planning, implementation of eligible projects identified in watershed plans	Y	Y	Y	Y
Planning, watershed coordinators with the express purpose of watershed plan development and implementation	Y	Y	Y	Y
Previously funded objectives	N	N	N	N
Reclamation of abandoned mine land if undertaken to protect water quality	N	N	N	Y
Riparian and wetlands habitat restoration and enhancement, including revegetation	Y	Y	Y	Y
Scientific research unrelated to a specific activity or facility	N	N	N	N
Sediment reduction practices and projects	Y	Y	Y	Y
Solid and hazardous waste: Projects that address the control of solid and hazardous waste	N	N	N	N
State and federal agencies, normal requirements of	N	N	N	N
Stormwater activities and facilities associated exclusively with flood control	N	N	N	N
Stormwater facilities design	N	Y	Y	N
Stormwater facilities planning	Y	Y	Y	N

Item Description	Centennial Grant	Centennial Loan	SRF Loan	319 Grant
Stormwater quality control, treatment, installation, or rehabilitation necessary to protect surface and ground water	Y	Y	Y	Y
Stream restoration projects or other bioengineering for water quality purposes	Y	Y	Y	Y
Total Maximum Daily Load development and implementation	Y	Y	Y	Y
Water resources facilities and activities, such as those primarily designed for drinking water, agricultural water, or other water supplies	N	N	N	N
Wellhead protection	Y	Y	Y	Y

See footnotes after part two

Appendix A, Part Two - Eligibility of Project Components:

Item Description	Centennial Grant	Centennial Loan	SRF Loan	319 Grant
Annual meeting or conference registration fees where attendee is NOT making a formal presentation	N	N	N	N
Annual meeting or conference registration fees where attendee IS making a formal presentation	Y	Y	Y	Y
Bond costs for debt issuance	N	N	N	N
Computer equipment specific to funded project and identified in grant or loan agreement	Y	Y	Y	Y
Diagnostic studies to assess current water quality	Y	Y	Y	Y
Environmental checklists, assessments, and impact statements necessary to satisfy requirements for the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA)	Y	Y	Y	N
Equipment and/or tools for activities projects as identified in a funding agreement	Y	Y	Y	Y
Equipment required for site and building maintenance as identified in a funding agreement	N	N	N	N
Facilities: Abandonment of existing structures or demolition of structures that are not interfering with proposed construction	N	N	N	N
Facilities: Bonus or acceleration payments to contractors to meet contractual completion dates for construction	N	N	N	N
Facilities: Construction claims and associated costs determined to be non-meritorious	N	N	N	N

Item Description	Centennial Grant	Centennial Loan	SRF Loan	319 Grant
Facilities: Construction claims, meritorious, in excess of the maximum allowable grant or loan amount	N	N	N	N
Facilities: Cost-plus-a-percentage-of-cost contracts (also know as multiplier contracts), time and materials contracts, and percent-of-construction contracts	N	N	N	N
Facilities: Replacement parts, for an initial set of spare parts for equipment that is critical for a facility to operate in compliance with discharge permit requirements	Y	Y	Y	N
Facilities: Replacement parts, other than those for an initial set of spare parts for equipment that is critical for a facility to operate in compliance with discharge permit requirements	N	N	N	N
Facilities: Sewer to replace an existing wastewater treatment plant	Y	Y	Y	N
Fines and penalties due to violations of or failures to comply with federal, state, or local laws	N	N	N	N
Indirect costs at a rate of up to 25 percent, or as defined in the most recent edition of Administrative Requirements for Ecology Grants and Loans	Y	Y	Y	Y
Interest on bonds, interim financing, and associated costs to finance projects	N	N	N	N
Land acquisition as an integral part of the treatment process (e.g., land application) or for prevention of water pollution	N	Y	Y	N
Land acquisition for siting of wastewater treatment plants, sewer rights-of-way, and easements, and associated costs	N	Y	N	N
Land acquisition for wetland habitat preservation	N	Y	Y	N
Landscaping for aesthetic reasons	N	N	N	N
Landscaping for erosion control directly related to a project, or site-specific landscaping in order to mitigate site conditions and comply with requirements in SEPA/NEPA	Y	Y	Y	Y
Legal expenses other than those associated with development of local ordinances for water quality protection and improvement or with use of a bond counsel in developing a loan agreement	N	N	N	N
Light refreshments for advisory group meetings when specified in grant or loan agreement	Y	Y	Y	Y
Lobbying or expenses associated with lobbying	N	N	N	N
Model ordinances to prevent or reduce pollution from nonpoint sources, development / dissemination of	Y	Y	Y	Y

Item Description	Centennial Grant	Centennial Loan	SRF Loan	319 Grant
Monitoring equipment used by an industry for sampling and analyses of industrial discharges to municipal water pollution control facilities	N	N	N	N
Monitoring equipment used in a funded project for water quality assessment	Y	Y	Y	Y
Monitoring water quality	Y	Y	Y	Y
Office equipment	N	N	N	N
Operating expenses of local government, such as the salaries and expenses of a mayor, city council member, city attorney, etc.	N	N	N	N
Overtime differential paid to employees of local government to complete administrative or force account work	N	N	N	N
Permit fees	N	N	N	N
Personal injury compensation or damages arising out of the project, whether determined by adjudication, arbitration, negotiation, or other means	N	N	N	N
Preparation of CCWF, SRF, Section 319 Program, or other grant or loan applications	N	N	N	N
Professional dues	N	N	N	N
Project administration and management	Y	Y	Y	Y
Public participation and public awareness directly related to the project	Y	Y	Y	Y
Rework costs associated with any project	N	N	N	N
Routine or ongoing operation and maintenance costs	N	N	N	N
Sales tax	Y	Y	Y	Y
Seminar and conference fees	N	N	N	N
Training recipient staff to develop skills specific and necessary to the funded project and where the training is identified in the grant or loan agreement	Y	Y	Y	Y
Training recipient staff to develop skills NOT identified in the grant or loan agreement	N	N	N	N
User charge system development	Y	Y	Y	N
Value Engineering	N	Y	Y	N
Vehicle purchase except for vehicles for the transportation of liquid or dewatered sludge or septage	N	N	N	N
Wastewater or stormwater utility rate studies	Y	Y	Y	N

Footnotes:

Footnote 1: **Agricultural best management practices on private property:** Centennial and Section 319 grants to local governments may be available for the following projects only:

- Riparian revegetation or fence construction if a public easement is given by the landowner
- New innovative / alternative technology if they have not yet been demonstrated in the Washington State Association of Conservation Districts Area that they are proposed in. Washington State Association of Conservation Districts Areas are Northeast, Southeast, North Central, South Central, Northwest, and Southwest.
- **Footnote 2:** Agricultural best management practices on private property: Confined animal feeding operations (CAFOs) are eligible only for loans, and only under the Centennial program
- Footnote 3: Costs associated with transferring a small wastewater system to a public entity: Costs associated with the establishment of a satellite support system for facilities management that would provide for the transfer, through ownership or contract, of the operation and maintenance responsibilities from the owner of a small wastewater system to a public entity capable of providing these services (Such costs could include associated planning and start-up implementation costs, costs of a feasibility study, preparation of an implementation plan, and facility construction and equipment acquisition necessary to permit system implementation)
- Footnote 4: Costs associated with the establishment of an area-wide program for ongoing maintenance of on-site wastewater systems: Such costs could include associated planning and start-up implementation costs, costs of a feasibility study, preparation of an implementation plan, and facility construction and equipment acquisition necessary to allow system implementation

FY 2001 Centennial/SRF/Section 319 Proposed Funding Cycle

Target Dates	Activities
January 3, 2000	Application Cycle Opens
January 5 - 12, 2000	Funding workshops in Tacoma, Everett, Spokane, and Yakima
February 1, 2000	"Open House" for applicants in Spokane **
February 3, 2000	"Open House" for applicants in Bellevue **
February 29, 2000	Application Cycle Closes
April 14, 2000	Deadline for submitting "Statement of Agreed Priority" (Local Prioritization Process)
March 1 - May 12, 2000*	Application Processing and Establishment of Funding Priorities
May 31, 2000*	Draft Offer List Issued
May 31 – June 30, 2000*	30-day Public Review and Comment Period
June 7, 2000*	Public Meeting to Present Draft Offer List
July 31, 2000*	Final Offer List Issued
July 31, 2000*	Funding Notification Letters Sent

^{*} Proposed dates

^{**} Staff will be available for questions, one-on-one discussions, etc.

Appendix C: List of State and Federal Laws and Other Regulatory Documents That Apply to Different Types of Projects

Main laws and rules regulating Ecology's Water Quality funding programs:

Note: These main laws and rules are available in "Water Quality Financial Assistance Laws and Rules," Ecology Publication Number 99-31, Dec. 1999

State Laws:

- Chapter 39.34 RCW, Interlocal Cooperation Act
- Chapter 90.48 RCW, Water Pollution Control
- Chapter 90.50A RCW, Water Pollution Control Facilities -Federal Capitalization Grants

State Regulations:

- Chapter 173-95A WAC, Uses and Limitations of Centennial Clean Water Funds
- Chapter 173-98 WAC, Uses and Limitations of the Water Pollution Control Revolving Fund

Federal Regulations:

• Federal Clean Water Act of 1987, Section 319

Other State and Federal Laws, Regulations, Authorities and Publications

The following includes, but is not limited to, a list of other state and federal laws, regulations and authorities that are used to implement Ecology's water quality financial assistance programs:

State Laws:

- Chapter 36.70A RCW, Growth Management Planning by Selected Cities and Counties
- Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- Chapter 43.21C RCW, State Environmental Policy Act

State Regulations:

- Chapter 173-100 WAC, Guidelines for Development of Ground Water Management Areas and Programs
- Chapter 173-240 WAC, Submission of Plans and Reports for Construction of Wastewater Facilities
- Chapter 400-12 WAC, Local Planning and Management of Nonpoint Source Pollution

Ecology Publications:

- Administrative Requirements for Ecology Grants and Loans (the "Yellow Book") Ecology Publication 91-18, Revised 7/95
- Criteria for Sewage Works Design (the "Orange Book") Ecology Publication 98-37

Federal Laws and Authorities:

Grants and Loans:

- Public Law 100-4, Section 212 (Title VI), State Water Pollution Control Revolving Funds
- 40 CFR Part 35 subpart K

• Environmental:

- Archeological & Historic Preservation Act of 1974, PL 93-291
- *Clean Air Act*, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended
- Endangered Species Act 16 U.S.C. 1531, et seq.
- Executive Order 11593, Protection & Enhancement of the Cultural Environment
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.
- Fish & Wildlife Coordination Act, PL 85-624, as amended
- National Historic Preservation Act of 1966, PL 39-665, as amended
- Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended
- Wild & Scenic Rivers Act, PL 90-542, as amended

• Economic:

- Demonstration Cities & Metropolitan Development Act of 1966, PL 89-754, as amended
- Section 306 of the *Clean Air Act* and section 508 of the *Clean Water Act*, including Executive Order 11738, *Administration of the Clean Air Act* and the Federal *Water Pollution Control Act* with Respect to Federal Contracts, Grants, or Loans

• Social Legislation:

- Age Discrimination Act, PL 94-135
- *Civil Rights Act of 1964*, PL 88-352
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Act

- Executive Order 11246, Equal Employment Opportunity
- Executive Orders 11625 and 12138, Women's & Minority Business Enterprise
- Rehabilitation Act of 1973, PL 92-112 (including Executive Orders 11914 & 11250)

• Miscellaneous Authority:

- Uniform Relocation & Real Property Acquisition Policies Act of 1970, PL 91-646
- Executive Order 12549, Debarment & Suspension

UPDATE JANUARY 3, 1999: Interest rates for the FY 2001 Funding Cycle have been reduced to the lowest rates ever! Revised interest rates are posted below:

Repayment Period ** Interest Rate

Up to five years: 0.5 percent

More than 5 but less than 20 years: 1.5 percent

** Repayment Period: The first repayment of principal and interest is due either one year after the initiation of operation date, or one year after project completion, or five years from first disbursement, whichever comes first. Interest on any loan will begin to accrue on each loan payment at the time it is disbursed to the recipient.

If you have questions, call Brian Howard, 360-407-6510, for more information.

Appendix E: Interlocal Costs

To facilitate interlocal cooperation on water pollution control activities and facilities, some costs incurred by other eligible local governments may be used as cash match. These costs are called interlocal costs. General requirements for allowability of these costs may be found in *Administrative Requirements for Ecology Grants and Loans*, available from Ecology.

Interlocal costs must be tracked and accounted for separately. Although they may be used as a basis for reimbursement, like other kinds of match they are not reimbursable.

To be eligible, interlocal costs must meet the conditions specified in *Administrative Requirements for Ecology Grants and Loans*, which include:

- Costs must be eligible and must be necessary to carry out the project identified in the grant or loan agreement
- Interlocal costs must be identified as a fund source in the grant or loan agreement
- An interlocal agreement must be in place before the agreement is executed

In addition, for Centennial grants and loans, the following requirements must be met:

- The local government that incurs the cost must be eligible to apply for a Centennial grant or loan
- An interlocal agreement must be prepared according to Chapter 39.34 RCW, *Interlocal Cooperation Act*, and must be approved by the project manager prior to execution of the grant or loan agreement

Appendix F: Expenditure and Grant Match Information

All costs must be for project eligible activities/tasks in order to be considered for **NOTE:**

reimbursement or meeting grant matching obligations.

State Match:

That portion of eligible project costs which are reimbursed by Ecology grant funds.

Local Match:

That portion of eligible project costs provided by the recipient which are not reimbursed by Ecology grant funds.

Cash Expenditures:

Any cash outlay by the recipient for eligible project related activities including goods and/or services, recipient salary and benefit costs, overhead costs, and payments made to contractors.

Interlocal Costs:

Contributions made to the project by another grant-eligible public body for eligible project related activities identified in a valid written agreement according to Chapter 39.34 RCW Interlocal Cooperation Act. The public body making the contribution cannot receive reimbursement from the recipient for the contributed services.

In-kind Services (activity projects only):

Any contributor to the project who is not an employee of the recipient, an employee of a local governmental entity having an interlocal agreement with the recipient, or a contractor under the agreement is considered a third party. In-kind services may be in the form of contributions made to the project by a third party for eligible project activities in the form of:

- Volunteer services by individuals at the rate of \$12.50/hour.
- Employee services donated by a third party employer which are in the employee's normal line of work. Employees must be paid by their employer at their regular rate of pay.
- Donated Goods and Services by a third party at the fair market value of the donation.

Additional information on grant match requirements can be found in Volume One of the Water Quality Financial Assistance Guidelines and in Administrative Requirements for Ecology Grants and Loans, July 1995, Ecology Publication No. 95-701.

Appendix G: Process Used to Select Section 319 Projects

Section 319 projects will be considered and selected from the highest priority projects on the Statewide list according to the qualification considerations and project types developed collaboratively by Ecology and EPA (below):

Applicants will indicate on the application form whether or not they wish to be considered for Section 319 funding. Project proposals submitted by agencies outside Ecology will **not** be evaluated and prioritized with Ecology projects. Because of eligibility requirements, high priority proposals submitted by not-for-profit organizations can only be funded with Section 319 money.

- Proposals for projects should, insofar as possible, delineate strong collaborative interagency involvement that builds self sufficiency to undertake future water quality projects at the local level.
- Section 319 projects are to be generally 1-2 year projects, but must have a strong local commitment to monitor effectiveness after the project period.
- Section 319 projects should all leverage resources in an attempt to build diverse coalitions and to support broad-based priorities linking possible Section 319 funding and other funding sources.
- Project proposals by other agencies that undertake watershed and local efforts focussing on "statewide initiatives" and "sector based projects" (see below)
- Projects proposed that have substantial aspects that cut across these criteria would receive additional consideration.
- Projects selected to receive funds provided by the Federal Clean Water Action Plan shall be consistent with the <u>Unified Watershed Assessment for Washington State</u>.

"Statewide initiatives", include:

- a) Watershed based nonpoint source elimination projects after thorough watershed analysis, scoping, monitoring, and planning. These projects should, insofar as possible, be directed at protecting and restoring 303 (d) listed and other threatened waters.
- b) Watershed based riparian ecosystem restoration implementation, including restoration of degraded salmonid habitat.
- c) Public involvement and education regarding nonpoint water quality implementation projects.
- d) Monitoring efforts (particularly those with a strong volunteer and/or local monitoring commitment) to protect water quality and demonstrate the effects of water quality management efforts.

"Sector based" projects are projects demonstrating new or innovative best management practices for:

- a) Dairy farms, livestock management, and irrigated agricultural activities to reduce runoff or prevent introduction of nutrients, pesticides, and sediments from waters.
- b) Urban construction.
- c) Septic tank system management.
- d) Small forest lands.
- e) Stormwater management.
- f) Other such sector based projects.

Appendix H: General Terms and Conditions Pertaining to Grant and Loan Agreements of the Department of Ecology

This appendix is in two parts:

- 1. General Terms And Conditions Pertaining to Grant and Loan Agreements of the Department of Ecology (other than SRF loans)
- 2. General Terms and Conditions Pertaining SRF Loans (follows first part)

Appendix H, Part 1

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements of the Department of Ecology (other than SRF loans)

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. **ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

- 2. <u>Discrimination</u>. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
- 3. <u>Wages And Job Safety</u>. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- 4. <u>Industrial Insurance</u>. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

- 1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.
 - Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.
- 2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
- 3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
- 4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations) or OMB Circular A-110 (Uniform Administrative Requirements for Grants & Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) if the RECIPIENT receives federal funds in excess of \$300,000. The RECIPIENT must forward a copy of the state auditor's audit along with the RECIPIENT response and the final corrective action plan as approved by the SAO to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially

affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within twenty (20) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall be made on a reimbursable basis at least quarterly and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and certified as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

- 2. <u>Budget deviation</u>. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT's request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.
- 3. <u>Period of Compensation</u>. Payments shall only be made for action of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
- 4. <u>Final Request(s) for Payment</u>. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
- 5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6., herein.
- 6. <u>Unauthorized Expenditures</u>. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

- 7. <u>Mileage and Per Diem</u>. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law.
- 8. <u>Overhead Costs.</u> No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. <u>For Cause</u>. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

- 2. <u>Insufficient Funds</u>. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.
 - When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of <u>ALL</u> funds paid to the RECIPIENT in accordance with Section O herein.
- 3. <u>Failure to Commence Work</u>. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. **PROPERTY RIGHTS**

1. <u>Copyrights and Patents</u>. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the

DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

- 2. <u>Publications</u>. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
- 3. <u>Tangible Property Rights</u>. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part IV, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
- 4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- 5. <u>Acquisition Projects</u>. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
- 6. <u>Conversions</u>. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. RECYCLED/RECYCLABLE PAPER

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. **DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership

or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

- 1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
- 2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 9/98

Appendix H, Part 2

SRF Loan General Terms And Conditions

A. RECIPIENT PERFORMANCE

All activities for which loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all contractors comply with the terms and conditions of this AGREEMENT.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this AGREEMENT, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. The RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this AGREEMENT shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. <u>Compliance</u>; <u>Approvals and Permits</u>. The RECIPIENT shall comply fully with all applicable federal, state, and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the PROJECT, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. <u>Discrimination</u>. The DEPARTMENT and the RECIPIENT agree to be bound by all federal and state laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the

maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of loan funds available to women- or minority-owned businesses.

- 3. <u>Wages and Job Safety.</u> The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the state of Washington which affect wages and job safety.
- 4. <u>Industrial Insurance</u>. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall right the right to immediately terminate this AGREEMENT for cause as provided in Section VIII hereof.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in the PROJECT to give up any part of the compensation to which he/she is otherwise entitled or receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete project and financial records relating to this AGREEMENT. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this AGREEMENT shall be maintained by the RECIPIENT.

- 2. All loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the state of Washington for a period of at least three (3) years after the final loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
- 3. All work performed under this AGREEMENT and any equipment purchased shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this AGREEMENT and for at least three (3) years following final loan repayment or dispute resolution hereunder.
- 4. The RECIPIENT shall meet the provisions contained in OMB Circular A-133 (AUDITS OF STATES, LOCAL GOVERNMENTS AND OTHER NONPROFIT ORGANIZATIONS) or OMB Circular A-110 (UNIFORM REQUIREMENTS FOR GRANTS TO UNIVERSITIES, HOSPITALS AND OTHER NON-PROFIT ORGANIZATIONS) if the RECIPIENT receives federal funds in excess of \$300,000. The RECIPIENT must forward to the DEPARTMENT a copy of the State Auditor's audit, or other independent audit report, along with the RECIPIENT's response and the final corrective action plan as approved by the State Auditor's Office, within ninety (90) days of the date of the audit report.

I. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provisions of this AGREEMENT is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this AGREEMENT unless stated as such in writing by an authorized representative of the DEPARTMENT.

J. PROPERTY RIGHTS

1. <u>Copyrights and Patents.</u> When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the RECIPIENT as provided in 35 U.S.C. §§ 200-212.

- 2. .<u>Publications.</u> When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
- 3. <u>Tangible Property Rights.</u> The DEPARTMENT's ADMINISTRATIVE REQUIREMENTS, PART IV, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state or federal statutes, regulations or policies to the contrary or upon specific instructions with respect thereto in ATTACHMENT 5, "SCOPE OF WORK."
- 4. <u>Personal Property Furnished by the DEPARTMENT.</u> When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the PROJECT, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- 5. <u>Acquisition Projects.</u> The following provisions shall apply if the PROJECT covered by this AGREEMENT includes funds for the acquisition of land or facilities:
- a. Prior to payment of funds provided for in this AGREEMENT, the RECIPIENT shall establish that the cost of land or facilities is fair and reasonable.
- b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to payment of funds provided by this AGREEMENT. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorneys' opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this AGREEMENT.

6. <u>Conversions.</u> Regardless of the expiration date of this AGREEMENT as provided in Section III hereof, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed pursuant to this AGREEMENT to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT

K. RECYCLED/RECYCLABLE PAPER

All documents and materials published under this AGREEMENT shall be produced on recycled paper containing the highest level of post-consumer and recycled content that is available. At a minimum, paper with 10 percent post-consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

L. PROJECT APPROVAL

The extent and character of all work and services to be performed under this AGREEMENT by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Manager or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Manager or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

M. DISPUTES

Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT which is not disposed of in writing shall be decided by the Project Manager or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Manager or other designated official shall be final and conclusive unless, within thirty (30) days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of its appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of any dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this AGREEMENT and in accordance with the decision rendered.

N. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this AGREEMENT who exercises any function or responsibility in the review, approval or carrying out of this AGREEMENT shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

O. INDEMNIFICATION

- 1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultants' fees, or other costs related to the PROJECT described herein, except as provided in ATTACHMENT 5, "SCOPE OF WORK."
- 2. To the extent that the Constitution and laws of the state of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this AGREEMENT.

P. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the state of Washington.

Q. SEVERABILITY

If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, and to this end the provisions of this AGREEMENT are declared to be severable.

R. TIME OF THE ESSENCE

Time shall be of the essence of this AGREEMENT.

S. TABLE OF CONTENTS; HEADINGS

The Table of Contents and headings of this AGREEMENT are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this AGREEMENT.

T. COUNTERPARTS

This AGREEMENT may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same instrument.

U. ENTIRE AGREEMENT

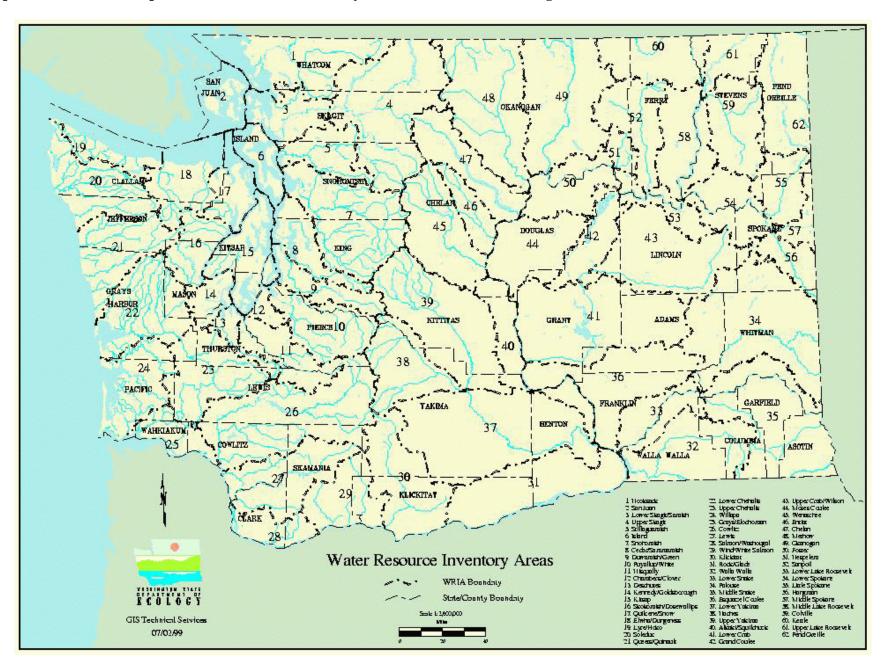
This AGREEMENT, including the attached and referenced documents incorporated pursuant to ATTACHMENT 1 hereto, contains the entire understanding between the RECIPIENT and the DEPARTMENT, and there are no other understandings or representations other than those set forth or incorporated herein.

V. PRECEDENCE

In the event of inconsistency in this AGREEMENT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) ATTACHMENT 5, "SCOPE OF WORK;" (c) ATTACHMENT 6, "SPECIAL TERMS AND CONDITIONS;" (d) any terms incorporated herein by reference, including the ADMINISTRATIVE REQUIREMENTS; and (e) this ATTACHMENT 7, "LOAN GENERAL TERMS AND CONDITIONS."

(9/23/98)

Appendix I: Map of Water Resource Inventory Areas (WRIAs) in Washington



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Appendix J: 303(d)-listed Waterbodies in Washington State

Information on the 1998 303(d) List (official list of impaired waterbodies in Washington) can be obtained in several ways. Here are some good ways to find out whether the water body on which your project is located is on the list, and for what parameters it is listed:

1. Look on the Internet at this address: http://www.wa.gov/ecology/wq/303d/

This page will give you information on the list and allow you to look up your waterbody.

- 2. Contact Ecology's Publications Office for a copy of the printed 303(d) List. You will be charged by the page. They may be reached at:
 - http://www.wa.gov/ecology/pubs.html
 - Department of Ecology Publications Distribution P.O. Box 47600 Olympia, WA 98504-7600 FAX: (360) 407-6989

Telephone: (360) 407-7472

3. For specific 303(d) list questions, you may contact Alison Beckett, (360)407-6456

Overview

Federal law requires that states conduct environmental reviews of all State Water Pollution Control Revolving Fund (SRF) water pollution control facilities projects. Therefore, before a public body is eligible to apply for a facilities design or construction loan, concurrence must be obtained from Ecology on environmental documents and determinations prepared and issued by the public body. Concurrence is obtained through the State Environmental Review Process (SERP), which helps to ensure that public bodies select environmentally sound alternatives for the planning, design, construction, and implementation of SRF water pollution control facilities projects. The SERP process is conducted during the development of a facilities plan. A facilities plan cannot be approved by Ecology until the SERP process is complete.

Public bodies must work closely with Ecology as planning progresses to help assure that concurrence is obtained. Because concurrence is based on best available information provided by a public body, Ecology is not responsible for concurrence based on erroneous information.

To complete SERP, all public bodies must comply with the State Environmental Policy Act (SEPA), the National Environmental Policy Act (NEPA), and other applicable environmental statutes, regulations, and executive orders. Ecology can assist the public body in resolving environmental issues, but the public body is ultimately responsible for compliance.

For example, in some instances, the public body may determine that a SEPA Determination of Nonsignificance (DNS) or an Environmental Impact Statement (EIS) is required. Ecology must concur with this determination and agree that the need for any proposed mitigation measures exists. Mitigation measures that are committed to in a SEPA or NEPA document become conditions of the SRF loan agreement. Measures to mitigate construction-related impacts at the project site are SRF eligible costs.

A completed SRF Environmental Checklist (Attachment 1) and SEPA Environmental Checklist (Attachment 2) must be submitted to Ecology during the development of the facilities plan except proposals with completed NEPA documents, and those requesting funds to prepare a comprehensive sewer or wastewater facilities plan.

Public Involvement

Adequate public participation must occur throughout the facilities planning phase of an SRF project. Public bodies should establish citizen advisory committees and, when applicable, technical advisory committees for all controversial projects and those requiring an EIS. (A "lead agency" is the agency responsible for SEPA compliance for a particular project. Depending on the proposed project, the public body may or may not be the lead agency.) As alternatives are developed, the public body should hold at least one public meeting. Another public meeting should be held after alternatives are identified but before the preferred alternative is chosen.

A public meeting, announced in a newspaper of area-wide circulation, must be held to fully describe the preferred alternative prior to the adoption of a facilities plan. This meeting must address all environmental, engineering, and design issues.

Whenever a public body makes a SEPA decision, it must publish a notice of availability of environmental documents in a newspaper of area-wide circulation. This public notice identifies the locations where the public can review the environmental documents and supporting information (e.g., facilities plan).

The public body is responsible for mailing the SEPA documents and decisions to applicable federal and state authorities. Two copies must be sent to Ecology for the SEPA Register and one copy to Ecology. Copies of all documents should also be available to other interested local, state, and federal agencies, Indian tribes, and the general public.

Environmental Documentation

The SERP process varies according to the type of environmental review a public body has completed.

SERP for Projects with Completed Environmental Documentation

• NEPA Process Completed

When a categorical exclusion, a finding of no significant impact, or a record of decision has been issued under NEPA for the same project scope of work, no additional NEPA documentation is required. The public body must submit a copy of the decision document to Ecology in order to have the facilities plan approved. Public bodies need to adopt the federal environmental documentation to meet SEPA requirements.

• SEPA Process Completed

Public bodies with completed SEPA documentation for the preferred alternative should submit one copy of the SEPA Environmental Checklist and threshold determination, the SRF Environmental Checklist, and other supporting documentation to Ecology in order to have the facilities plan approved.

Supporting documentation usually includes facilities plans or any other plans that detail alternatives (including the no-action alternative), environmental issues, impacts, and measures to mitigate impacts. Plan addenda or letters further identifying impacts and committing to mitigation measures may also be required. If Ecology agrees with the environmental documentation the SERP process is complete. If Ecology does not concur with the environmental documentation, a notification letter will be sent to the public body that directs the public body to addresses unresolved issues in order to complete SERP.

SERP for Projects without Completed Environmental Documents

The SERP process also varies, depending on the project's environmental threshold determination. Early in the planning phase and, if possible, before a public body negotiates a scope of work for consulting services, they should meet with Ecology to develop work plans for addressing environmental issues and public participation.

Categorically Exempt Projects

If the public body has determined that a project meets the criteria for a SEPA categorical exemption, one copy of this preliminary decision, the SRF environmental checklist, a SEPA environmental checklist, and supporting documentation must be submitted to Ecology in order to have the facilities plan approved. If Ecology agrees with the exemption the SERP process is complete. If Ecology does not concur with the exemption, a notification letter will be sent to the public body that directs the public body to addresses unresolved issues in order to complete SERP.

Determination of Nonsignificance

If the public body initially determines the project meets the criteria for a SEPA Determination of Nonsignificance (DNS), the public body must prepare an SRF Environmental Checklist, a SEPA Environmental Checklist, and a recommended SEPA threshold determination, and submit a copy of this information to Ecology in order to have the facilities plan approved. If the project complies with SERP, Ecology concurs with the preliminary DNS and notifies the public body to issue the threshold determination. If Ecology does not concur with the environmental documentation, a notification letter will be sent to the public body that directs the public body to addresses unresolved issues in order to complete SERP.

After the comment and review period, the public body must submit a copy of the DNS and SEPA environmental checklist, along with any comments received and their corresponding responses to Ecology.

Determination of Significance and Scoping Notice

When public body determines the project may have significant adverse environmental impacts, the public body must submit a copy of an SRF Environmental Checklist, a SEPA Environmental Checklist, and a recommended SEPA threshold determination to Ecology in order to have the facilities plan approved. If the environmental documents comply with SERP, Ecology will concur with the findings of the threshold determination and notify the public body to issue the threshold determination and scoping notice. If Ecology does not concur with the environmental documentation, a notification letter will be sent to the public body that directs the public body to addresses unresolved issues in order to complete SERP.

After the Determination of Significance and scoping notice are issued, a public body must develop a scope of elements to be addressed in the EIS. The public body must submit a copy of the scoping document to Ecology for review. Concurrence is obtained if Ecology agrees with the range of proposed actions, alternatives, and identified impacts.

Only after concurrence is obtained can the public body begin preparing the EIS:

- The public body prepares a preliminary draft EIS and submits a copy to Ecology. If the document submitted is consistent with SERP, Ecology concurs and notifies the public body to issue a draft EIS.
- The public body prepares a preliminary final EIS and submits a copy to Ecology. If this second document is consistent with SERP, the Ecology concurs and notifies the public body to issue a final EIS.
- The public body prepares a final EIS and submits a copy to Ecology.

• The public body issues a notice of action taken (NAT) after issuing the final EIS. The public body issues a NAT after acting on the EIS (i.e., issuing a permit or approval). One copy of the NAT must be sent to Ecology.

If Ecology does not concur with the environmental documentation, a notification letter will be sent to the public body that directs the public body to addresses unresolved issues in order to complete SERP.

Reevaluation of Environmental Documents

For inactive SRF projects, all environmental review and decision documents and concurrences more than two years old must be reevaluated by the lead agency. If significant changes in the projects are proposed, documents must be reevaluated, regardless of when they were issued.

Appendix L: Washington State Water Pollution Control Revolving Fund (SRF) Environmental Checklist

I. Introduction and Instructions (Please Read Carefully)

All projects which receive financial assistance from the State Water Pollution Control Revolving Loan Fund (SRF) program must meet the provisions of the State Environmental Policy Act (SEPA) rules (Chapter 197-11 WAC) and the SRF State Environmental Review Process (WAC 173-98-100). The State Environmental Review Process (SERP) is established to ensure that environmentally sound alternatives are selected and to satisfy the state's responsibility to help ensure that recipients comply with the National Environmental Policy Act and other applicable environmental laws, regulations, and executive orders.

If no environmental documentation has been prepared for your proposal:

- 1. Complete this checklist;
- 2. Complete the accompanying SEPA checklist; and
- 3. Submit them with your facilities plan.

The staff of the Department of Ecology will use the checklists and detailed information contained in the facilities plan to help you determine the environmental impacts of your proposal and the appropriate threshold determination.

If you have completed the SEPA process:

- 1. Complete this checklist;
- 2. Attach it to your SEPA documentation; and
- 3. Submit it with your facilities plan.

The staff of the Department of Ecology will use the checklists and detailed information contained in the facilities plan to determine if your proposal is in compliance with the SERP process.

Additional information concerning the entire SERP process is contained in SRF program regulations (Chapter 173-98 WAC), Volume One of these Guidelines, and the appendix called State Environmental Review Process in this document.

This environmental checklist asks you to provide specific information about your proposal. Answer the questions accurately and carefully with the most precise information known, or give the best description you can. Environmental issues must be resolved before the facilities plan can be approved. If a question does not apply to your proposal, write "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects.

If you have problems completing this checklist, staff from the Water Quality Program can assist you.

11.	Dackground		
A.	Name of proposed project:		
B.	Name of applicant:		
C.	Contact Person: Affiliation: Address:		
	Phone Number:	()	
D.	Name of person compl Affiliation: Address:	eting checklist:	
	Phone Number:	()	
E.	Date checklist prepared	d:	
F.	Describe the purpose a	and need for the proposal.	

project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.		

Give a complete description of your proposal, including the proposed uses and the size of the

G.

н.	Describ	e the future environr	ment without the propo	sai.
I. Ple		nvolvement. the extent of public	involvement or awarer	ness of the planning process:
b.c.d.e.f.	Media Covo No Public I Other (pleas	ring(s) Meeting(s) erage nvolvement se specify)		Dates
J. K.			osed project which wer	project? If yes, explain. re considered:
1. 2. 3. 4. 5. 6. 7. 8. 9.				

Briefl	ly outline why alternatives were rejected (e.g. cost, environmental impacts, etc.	
1.		
2.		
3.		
4.		
5.		
6.		
7. 8.		
o. 9.		
9. 10.		
10.		
L. not, w	How were the following measures considered to be included in the proposed alternative why were they not considered:	ative, and if
	 Flow and waste reduction measures, including infiltration/inflow reduction pretreatment requirements? Yes How: 	and
	No Why Not:	
	2. Appropriate water conservation measures;Yes How:	
	No Why Not:	

3. Yes	Alternative locations, capacities, and construction phasing of facilities; _ How:
No	_ Why Not:
	Alternative waste management techniques, including pretreatment, treatment and ge, wastewater reuse, land application, and individual systems; _ How:
No	_ Why Not:
5. Yes	Alternative methods for management of sludge; _ How:
No	_ Why Not:

	Improving effluent quality through more efficient operation and maintenance; How:
No _	Why Not:
7. Yes _	Appropriate energy reduction measures; and How:
No _	Why Not:
8. Yes _	Multiple use including recreation, other open space, and environmental education. How:
No _	Why Not:

III. Environmental Elements

A.	Air				
1.	. Is the project located in an attainment area?				
2.	Will the an	mbient	air quality remain within standards if the project is constructed?		
3.		-	n measures to reduce or control emissions or other impacts to air quality, construction:		
В.	Water				
	1.	Surfac	ee Water:		
		a.	What body(s) of water will water pollution control project protect?		
		b.	What body of water will water pollution control facility discharge to?		
		c.	Does the proposed project lie within a 100-year floodplain? If so, note location of the floodplain and the project on the site plan and provide a discussion of why there is no feasible or prudent alternative for locating the project in the floodplain.		
		d.	Does the proposed project lie within or will it adversely affect wetlands? If so, note location of wetlands on the site plan, note the area of wetlands to be adversely affected, and provide a discussion of why there is no feasible or prudent alternative for locating the project in the wetlands.		

		Are there any designated or officially recognized wild, scenic or recreational rivers in the planning area or any under study for inclusion in the system?
	2.	Mitigation Measures: Discuss mitigation measures to reduce or control water impacts.
C.	Land a	d Shoreline Use
	1.	Will the project affect any prime or unique farmland? If so describe the amount taken out of production and alternatives considered to minimize this loss.
	2.	f applicable, what is the current shoreline master program designation of the site, and is he proposal consistent with the shoreline master program?
The at	oove ans	vers are true and complete to the best of my knowledge.
Signat	ure:	
Date:		

Appendix M: Financial Hardship Analysis Form

Applicant	
••	ECY 040-32, Revised October, 1997

Financial Hardship Analysis Form **Centennial Clean Water Fund (Centennial)** State Revolving Fund (SRF) FY 2001

Purpose: Ecology staff will use the information provided on this form to determine if the water pollution control facilities project will cause a financial hardship on residential sewer users. Financial hardship assistance may be available to grant or loan recipients when a water pollution control facilities construction project will result in a residential user charge in excess of 1.5 p loan fu project

I.

nding ma	y be mad	an household income. If Ecology determines that financial hardship exists, additional grant and e available to reduce residential user charges. Please direct any questions or comments to your off of the Financial Management Section of Ecology's Water Quality Program.
ROLE	S AND R	ESPONSIBILITIES
		stended to summarize the key management agencies, the roles they will be assigned, and the will be needed to provide for continued cooperation in the management of the facility.
A.	Will an	y other agencies or jurisdictions, beside the applicant, be responsible for the facility in terms of:
	1.	Ownership
	2.	Operation
	3.	Financing
B.	If so, pl	ease describe:
	1.	The type and amount of the contribution(s):
	2.	The nature of the cooperative agreement(s):

II. COST ESTIMATE AT TODAY'S PRICES

This section is intended to provide a realistic picture of all of the costs that will be incurred, including management, overhead, outside services, and equipment related to the project.

A. Construction Cost Estimates for Facilities

•	Treatment Plant	\$
•	Pump Stations	\$
•	Interceptor Sewers	\$
•	Combined Sewer Overflow Reduction Measures	\$
•	Collection Sewers	\$
•	Land Acquisition	\$
•	Other (Specify)	\$
Total Construction Costs \$		

B. Estimated Annual Operation, Maintenance, and Equipment Replacement Costs for the Proposed Facilities

•	Labor	\$
•	Utilities	\$
•	Materials and Supplies	\$
•	Outside Services	\$
•	Miscellaneous Expenses	\$
•	Equipment Replacement (e.g., Pumps, Vehicles)	\$
•	Other (Specify)	\$

Annual Operation, Maintenance and Equipment \$____

Replacement Costs

III. FINANCING

A. Breakdown of Funding Committed to Support Facilities Planning, Design, and Construction Costs for the Project:

	System Components	Estimated Cost	Local Contributions	Ecology Loan Share	Ecology Grant Share	Other Grants (Specify)	Other Loans (Specify)
•	Facilities Planning	\$	\$	\$	\$	\$	\$
•	Facilities Design	\$	\$	\$	\$	\$	\$
•	Treatment Plant	\$	\$	\$	\$	\$	\$
•	Pump Stations	\$	\$	\$	\$	\$	\$
•	Interceptors	\$	\$	\$	\$	\$	\$
•	Collectors	\$	\$	\$	\$	\$	\$
•	Land Acquisition	\$	\$	\$	\$	\$	\$
•	Other (Specify)	\$	\$	\$	\$	\$	\$
T	OTALS	\$	\$	\$	\$	\$	\$

B. Methods of Financing the Amount to be Borrowed Term of Maturity Financing Method Amount Borrowed **Interest Rate** Annual Debt Service Payment SRF Loan **CCWF** Loan General Obligation Bond Revenue Bond Other Loan(s) (specify) **TOTALS** C. Estimated Annual Water Pollution Control Facilities Costs 1. Existing annual operation, maintenance and equipment replacement costs 2. Discontinued portion of above costs as a result of proposed projected (-) \$_____ 3. Net existing annual operations, maintenance, and equipment replacement (=) \$__ 4. Estimated annual operation and maintenance and equipment replacement costs for proposed facilities (from Section II-B) 5. Estimated annual debt service for proposed facilities (from Section III-B) **Total Estimated Annual Water Pollution Control Facilities Costs** IV. **DEMOGRAPHIC INFORMATION** A. Population Estimates: 1. Population in 1990: 2. **Current Population:** Estimated Population in 2000: 3. 4. Planning Year: 5. Planning Year Population: Source of Estimates: Sewer Users a. Number of Existing b. Number of Proposed Residential Customers **Commercial Customers** В. Median Household Income (MHI)

MHIs have been updated from 1990 census levels available for many communities in the state. If public bodies believe calculated levels do not adequately reflect existing circumstances, the Ecology may accept adequate surveys or other documentation to accurately determine the MHI.

(See the Appendix H named *Median Household Income Table* for information on 2000 estimated median household income)

1990:

Current MHI:

(1) (2)

V TOTAL ANNUAL COST PER HOUSEHOLD

propose	ed project.					
A.	Total Estimated Annual Charges (sewer or other service charges plus surcharfees, etc., if appropriate	rges, \$				
B.	Non-Residential Share of Total Annual Charges	(-) \$				
C.	Remaining Residential Share of Total Annual Facilities Charges	(=) \$				
D.	Number of Households					
Total A	Total Annual Costs Per Household					
Signature of person responsible for completing this form.						
Signati	are of Authorized Representative.	(Date)				

(Date)

This section is intended to measure the financial burden imposed on each household by the addition of the

Estimated Median Household Incomes and Financial Hardship Levels For Communities in Washington State, Updated for Calendar Year 2000

NOTE: CDP is "Census Designated Place"

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
Aberdeen City	Grays Harbor	\$21,762	\$29,246	\$439	\$36.56
Airway Heights City	Spokane	\$18,977	\$25,504	\$383	\$31.88
Albion Town	Whitman	\$24,821	\$33,357	\$500	\$41.70
Alderwood Manor / Bothel N (CDP)	Snohomish	\$41,445	\$55,699	\$835	\$69.62
Algona City	King	\$32,798	\$44,078	\$661	\$55.10
Allyn / Grapeview (CDP)	Mason	\$34,744	\$46,693	\$700	\$58.37
Almira Town	Lincoln	\$27,708	\$37,237	\$559	\$46.55
Anacortes City	Skagit	\$28,919	\$38,865	\$583	\$48.58
Arlington City	Snohomish	\$30,382	\$40,831	\$612	\$51.04
Artondale (CDP)	Pierce	\$42,425	\$57,016	\$855	\$71.27
Asotin City	Asotin	\$25,303	\$34,005	\$510	\$42.51
Auburn City	King	\$30,007	\$40,327	\$605	\$50.41
Ault Field (CDP)	Island	\$20,625	\$27,718	\$416	\$34.65
Bangor Trident Base (CDP)	Kitsap	\$24,740	\$33,248	\$499	\$41.56
Battle Ground City	Clark	\$24,258	\$32,601	\$489	\$40.75
Beaux Arts Village Town	King	\$79,358	\$106,651	\$1,600	\$133.31
Bellevue City	King	\$43,800	\$58,864	\$883	\$73.58
Bellingham City	Whatcom	\$24,714	\$33,214	\$498	\$41.52
Benton City	Benton	\$26,620	\$35,775	\$537	\$44.72
Bingen City	Klickitat	\$12,863	\$17,287	\$259	\$21.61
Birch Bay (CDP)	Whatcom	\$29,152	\$39,178	\$588	\$48.97
Black Diamond City	King	\$28,155	\$37,838	\$568	\$47.30
Blaine City	Whatcom	\$23,700	\$31,851	\$478	\$39.81
Bonney Lake City	Pierce	\$41,028	\$55,138	\$827	\$68.92
Bothell City	King	\$37,159	\$49,939	\$749	\$62.42
Bremerton City	Kitsap	\$22,610	\$30,386	\$456	\$37.98
Brewster Town	Okanogan	\$19,394	\$26,064	\$391	\$32.58
Bridgeport Town	Douglas	\$20,441	\$27,471	\$412	\$34.34
Brier City	Snohomish	\$49,547	\$66,587	\$999	\$83.23
Bryn Mawr-Sky Way (CDP)	King	\$34,535	\$46,412	\$696	\$58.02
Buckley City	Pierce	\$29,631	\$39,822	\$597	\$49.78
Bucoda Town	Thurston	\$20,167	\$27,103	\$407	\$33.88
Burbank (CDP)	Walla Walla	\$31,741	\$42,657	\$640	\$53.32
Burien (CDP)	King	\$32,261	\$43,356	\$650	\$54.20
Burlington City	Skagit	\$22,437	\$30,153	\$452	\$37.69

MHI MH	thly HI
Bush Prairie (CDP) Clark \$33,342 \$44,809 \$672 \$56.	.01
Camas City Clark \$28,576 \$38,404 \$576 \$48.	
Carbonado Town Pierce \$25,938 \$34,859 \$523 \$43	.57
Carnation City King \$30,341 \$40,776 \$612 \$50.	.97
Carson River Valley (CDP) Skamania \$24,762 \$33,278 \$499 \$41.	.60
Cascade Park East (CDP) Clark \$39,820 \$53,515 \$803 \$66.	
Cascade Park West (CDP) Clark \$40,000 \$53,757 \$806 \$67.	
Cascade Valley (CDP) Grant \$17,578 \$23,623 \$354 \$29	
Cascade-Fairwood (CDP) King \$44,826 \$60,242 \$904 \$75	
Cashmere City Chelan \$20,692 \$27,808 \$417 \$34.	.76
Castle Rock City Cowlitz \$22,582 \$30,348 \$455 \$37.5	
Cathan (CDP) Snohomish \$42,188 \$56,697 \$850 \$70.	.87
Cathlamet Town Wahkiakum \$21,771 \$29,258 \$439 \$36.	.57
Central Park (CDP) Grays Harbor \$33,333 \$44,797 \$672 \$56.	.00
Centralia City Lewis \$21,618 \$29,053 \$436 \$36.	
Chehalis City Lewis \$24,650 \$33,128 \$497 \$41.	.41
Chehalis Village (CDP) Grays Harbor \$7,488 \$10,063 \$151 \$12	.58
Chelan City Chelan \$23,138 \$31,096 \$466 \$38.	.87
Cheney City Spokane \$18,125 \$24,358 \$365 \$30.	.45
Chewelah City Stevens \$17,623 \$23,684 \$355 \$29.	.60
Clakston Heights / Vineland Asotin \$32,256 \$43,349 \$650 \$54.	.19
(CDP)	
Clarkston City Asotin \$16,641 \$22,364 \$335 \$27.5	.96
Cle Elum City Kittitas \$20,429 \$27,455 \$412 \$34.	.32
Clinton (CDP) Island \$30,959 \$41,606 \$624 \$52.	.01
Clyde Hill Town King \$80,792 \$108,578 \$1,629 \$135.	5.72
Colfax City Whitman \$26,445 \$35,540 \$533 \$44.	.42
College Place City Walla Walla \$21,942 \$29,488 \$442 \$36.	.86
Colton Town Whitman \$27,292 \$36,678 \$550 \$45.	.85
Colville City Stevens \$21,601 \$29,030 \$435 \$36.5	.29
Conconully Town Okanogan \$14,167 \$19,039 \$286 \$23.	.80
Concrete Town Skagit \$23,529 \$31,621 \$474 \$39	.53
Connell Town Franklin \$25,882 \$34,783 \$522 \$43.	.48
Cosmopolis City Grays Harbor \$30,223 \$40,617 \$609 \$50.	.77
Coulee City Town Grant \$18,187 \$24,442 \$367 \$30.	.55
Coulee Dam Town Okanogan \$29,063 \$39,058 \$586 \$48.5	.82
Country Homes (CDP) Spokane \$26,905 \$36,158 \$542 \$45	.20
Coupeville Town Island \$20,758 \$27,897 \$418 \$34.	.87
Covington / Sawyer / King \$46,660 \$62,707 \$941 \$78.5 Wilderness	.38
Creston Town Lincoln \$16,923 \$22,743 \$341 \$28.	.43
Cusick Town Pend Oreille \$15,000 \$20,159 \$302 \$25.	
Darrington Town Snohomish \$21,691 \$29,151 \$437 \$36.	

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
Davenport City	Lincoln	\$23,097	\$31,040	\$466	\$38.80
Dayton City	Columbia	\$21,250	\$28,558	\$428	\$35.70
Deer Park City	Spokane	\$18,443	\$24,786	\$372	\$30.98
Des Moines City	King	\$32,145	\$43,200	\$648	\$54.00
Dishman (CDP)	Spokane	\$24,155	\$32,462	\$487	\$40.58
Dupont City	Pierce	\$27,222	\$36,584	\$549	\$45.73
Duvall City	King	\$37,537	\$50,447	\$757	\$63.06
East Hill / Meridian (CDP)	King	\$44,623	\$59,970	\$900	\$74.96
East Port Orchard (CDP)	Kitsap	\$30,062	\$40,401	\$606	\$50.50
East Renton Highlands (CDP)	King	\$47,135	\$63,345	\$950	\$79.18
East Wenatchee Bench (CDP)	Douglas	\$32,053	\$43,077	\$646	\$53.85
East Wenatchee City	Douglas	\$22,602	\$30,375	\$456	\$37.97
Eastgate (CDP)	King	\$42,031	\$56,486	\$847	\$70.61
Eatonville Town	Pierce	\$20,463	\$27,501	\$413	\$34.38
Edgewood - North Hill (CDP)	Pierce	\$38,695	\$52,003	\$780	\$65.00
Edmonds City	Snohomish	\$40,155	\$53,965	\$809	\$67.46
Electric City Town	Grant	\$27,679	\$37,198	\$558	\$46.50
Elk Plain (CDP)	Pierce	\$32,319	\$43,434	\$652	\$54.29
Ellensburg City	Kittitas	\$14,456	\$19,428	\$291	\$24.28
Ellsworth North (CDP)	Clark	\$35,738	\$48,029	\$720	\$60.04
Ellsworth South (CDP)	Clark	\$36,124	\$48,548	\$728	\$60.68
Elma City	Grays Harbor	\$17,922	\$24,086	\$361	\$30.11
Elmer City Town	Okanogan	\$28,611	\$38,451	\$577	\$48.06
Endicott Town	Whitman	\$19,000	\$25,534	\$383	\$31.92
Entiat Town	Chelan	\$21,705	\$29,170	\$438	\$36.46
Enumclaw City	King	\$28,200	\$37,898	\$568	\$47.37
Ephrata City	Grant	\$24,648	\$33,125	\$497	\$41.41
Erlands Point / Kitsap Lake (CDP)	Kitsap	\$28,459	\$38,247	\$574	\$47.81
Esperance (CDP)	Snohomish	\$38,935	\$52,325	\$785	\$65.41
Everett City	Snohomish	\$28,415	\$38,187	\$573	\$47.73
Evergreen (CDP)	Clark	\$36,145	\$48,576	\$729	\$60.72
Everson City	Whatcom	\$22,212	\$29,851	\$448	\$37.31
Fairchild - Sumach (CDP)	Yakima	\$10,616	\$14,267	\$214	\$17.83
Fairchild AFB (CDP)	Spokane	\$23,314	\$31,332	\$470	\$39.17
Fairfield Town	Spokane	\$22,583	\$30,350	\$455	\$37.94
Fairwood (CDP)	Spokane	\$45,879	\$61,658	\$925	\$77.07
Fall City (CDP)	King	\$36,797	\$49,452	\$742	\$61.82
Farmington Town	Whitman	\$13,333	\$17,918	\$269	\$22.40
Federal Way (CDP)	King	\$38,311	\$51,487	\$772	\$64.36

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
Felida (CDP)	Clark	\$45,792	\$61,541	\$923	\$76.93
Ferndale City	Whatcom	\$26,774	\$35,982	\$540	\$44.98
Fife City	Pierce	\$26,700	\$35,883	\$538	\$44.85
Finley (CDP)	Benton	\$30,175	\$40,553	\$608	\$50.69
Fircrest Town	Pierce	\$43,438	\$58,377	\$876	\$72.97
Five Corners (CDP)	Clark	\$34,145	\$45,888	\$688	\$57.36
Fords Prairie (CDP)	Lewis	\$26,275	\$35,311	\$530	\$44.14
Forks Town	Clallam	\$26,851	\$36,085	\$541	\$45.11
Fort Lewis (CDP)	Pierce	\$23,798	\$31,983	\$480	\$39.98
Fox Island (CDP)	Pierce	\$46,964	\$63,116	\$947	\$78.89
Frederickson (CDP)	Pierce	\$30,651	\$41,192	\$618	\$51.49
Freeland (CDP)	Island	\$26,036	\$34,990	\$525	\$43.74
Friday Harbor Town	San Juan	\$26,202	\$35,213	\$528	\$44.02
Fruitvale (CDP)	Yakima	\$19,744	\$26,534	\$398 \$476	\$33.17
Garfield Town	Whitman	\$23,636 \$23,594	\$31,765 \$31,708	\$476 \$476	\$39.71 \$39.64
Garret (CDP) George Town	Walla Walla Grant	\$23,394	\$26,978	\$476 \$405	\$39.04
Gig Harbor Town	Pierce	\$33,321	\$44,781	\$ 4 03 \$672	\$55.72 \$55.98
Gold Bar Town	Snohomish	\$23,828	\$32,023	\$480	\$40.03
Goldendale City	Klickitat	\$19,650	\$26,408	\$396	\$33.01
Grand Coulee City	Grant	\$16,542	\$22,231	\$333	\$27.79
Grand Mound (CDP)	Thurston	\$26,350	\$35,412	\$533 \$531	\$44.27
Grandview City	Yakima	\$20,328	\$27,319	\$410	\$34.15
Granger Town	Yakima	\$17,048	\$22,911	\$344	\$28.64
Granite Falls Town	Snohomish	\$23,073	\$31,008	\$465	\$38.76
Green Acres (CDP)	Spokane	\$26,366	\$35,434	\$532	\$44.29
Hadlock / Irondale (CDP)	Jefferson	\$25,441	\$34,191	\$513	\$42.74
Hamilton Town	Skagit	\$19,844	\$26,669	\$400	\$33.34
Harbour Point ICDP	Snohomish	\$57,269	\$76,965	\$1,154	\$96.21
Harrah Town	Yakima	\$20,125	\$27,046	\$406	\$33.81
Harrington Town	Lincoln	\$29,000	\$38,974	\$585	\$48.72
Hartline Town	Grant	\$32,500	\$43,677	\$655	\$54.60
Hatton Town	Adams	\$25,000	\$33,598	\$504	\$42.00
Hazel Dell North (CDP)	Clark	\$29,220	\$39,269	\$589	\$49.09
Hazel Dell South (CDP)	Clark	\$27,742	\$37,283	\$559	\$46.60
Highland (CDP)	Benton	\$43,992	\$59,122	\$887	\$73.90
Hoquiam City	Grays Harbor	\$21,806	\$29,305	\$440	\$36.63
Hunts Point Town	King	\$96,691	\$129,945	\$1,949	\$162.43
Ilwaco Town	Pacific	\$26,705	\$35,889	\$538	\$44.86
Inchelium (CDP)	Ferry Snohomish	\$16,750 \$16,420	\$22,511	\$338 \$221	\$28.14
Index Town	Snohomish	\$16,429	\$22,079 \$44,157	\$331 \$662	\$27.60 \$55.20
Indianola (CDP) Inglewood / Finn Hill	Kitsap	\$32,857 \$47,731	\$44,157 \$64,146	\$662 \$962	\$55.20 \$80.18
mgiewoou / Fillii filli	King	Φ41,131	φυ 4 ,140	φ 7 02	φου.10

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
(CDP)					
Issaquah City	King	\$35,422	\$47,604	\$714	\$59.51
John Sam Lake (CDP)	Snohomish	\$30,240	\$40,640	\$610	\$50.80
Kahlotus City	Franklin	\$26,563	\$35,698	\$535	\$44.62
Kalama City	Cowlitz	\$30,542	\$41,046	\$616	\$51.31
Kelso City	Cowlitz	\$23,887	\$32,102	\$482	\$40.13
Kenmore (CDP)	King	\$38,995	\$52,406	\$786	\$65.51
Kennewick City	Benton	\$28,261	\$37,980	\$570	\$47.48
Kent City	King	\$32,341	\$43,464	\$652	\$54.33
Kettle Falls City	Stevens	\$18,750	\$25,198	\$378	\$31.50
Kingsgate (CDP)	King	\$42,865	\$57,607	\$864	\$72.01
Kingston (CDP)	Kitsap	\$24,894	\$33,455	\$502	\$41.82
Kirkland City	King	\$38,437	\$51,656	\$775	\$64.57
Kittitas City	Kittitas	\$18,348	\$24,658	\$370	\$30.82
Krupp Town	Grant	\$15,833	\$21,278	\$319	\$26.60
La Center Town	Clark	\$24,750	\$33,262	\$499	\$41.58
La Conner Town	Skagit	\$25,054	\$33,670	\$505	\$42.09
La Crosse Town	Whitman	\$25,729	\$34,578	\$519	\$43.22
Lacey City	Thurston	\$29,054	\$39,046	\$586	\$48.81
Lake Forest Park City	King	\$47,653	\$64,042	\$961	\$80.05
Lake Forrest North (CDP)	King	\$43,007	\$57,798	\$867	\$72.25
Lake Goodwin (CDP)	Snohomish	\$36,570	\$49,147	\$737	\$61.43
Lake Serene / North	Snohomish	\$37,360	\$50,209	\$753	\$62.76
Lynnwood (CDP)					
Lake Shore (CDP)	Clark	\$43,787	\$58,846	\$883	\$73.56
Lake Stevens City	Snohomish	\$35,580	\$47,817	\$717	\$59.77
Lakeland North (CDP)	King	\$46,410	\$62,371	\$936	\$77.96
Lakeland South (CDP)	King	\$42,997	\$57,784	\$867	\$72.23
Lakewood (CDP)	Pierce	\$26,228	\$35,248	\$529	\$44.06
Lamont Town	Whitman	\$21,250	\$28,558	\$428	\$35.70
Langley City	Island	\$23,523	\$31,613	\$474	\$39.52
Latah Town	Spokane	\$17,750	\$23,855	\$358	\$29.82
Leavenworth City	Chelan	\$22,931	\$30,817	\$462	\$38.52
Lee Hill (CDP)	King	\$41,699	\$56,040	\$841	\$70.05
Liberty Lake (CDP)	Spokane	\$36,715	\$49,342	\$740	\$61.68
Lind Town	Adams	\$25,227	\$33,903	\$509	\$42.38
lone Town	Pend Oreille	\$18,906	\$25,408	\$381	\$31.76
Long Beach City	Pacific	\$16,615	\$22,329	\$335	\$27.91
Longview City	Cowlitz	\$25,535	\$34,317	\$515	\$42.90
Longview Heights	Cowlitz	\$36,920	\$49,617	\$744	\$62.02
Lyman Town	Skagit	\$23,125	\$31,078	\$466	\$38.85
Lynden City	Whatcom	\$29,553	\$39,717	\$596	\$49.65
Lynnwood City	Snohomish	\$30,512	\$41,006	\$615	\$51.26

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
Mabton Town	Yakima	\$15,950	\$21,435	\$322	\$26.79
Malden Town	Whitman	\$12,500	\$16,799	\$252	\$21.00
Manchester (CDP)	Kitsap	\$33,218	\$44,642	\$670	\$55.80
Mansfield Town	Douglas	\$22,344	\$30,028	\$450	\$37.54
Maple Valley (CDP)	King	\$43,672	\$58,692	\$880	\$73.36
Marcus Town	Stevens	\$16,429	\$22,079	\$331	\$27.60
Marietta- Alderwood (CDP)	Whatcom	\$28,403	\$38,171	\$573	\$47.71
Martha Lake (CDP)	Snohomish	\$44,200	\$59,401	\$891	\$74.25
Marysville City	Snohomish	\$26,107	\$35,086	\$526	\$43.86
Mattawa Town	Grant	\$18,177	\$24,428	\$366	\$30.54
McChord AFB (CDP)	Pierce	\$20,973	\$28,186	\$423	\$35.23
McCleary Town	Grays Harbor	\$20,208	\$27,158	\$407	\$33.95
Meadow Glade (CDP)	Clark	\$30,135	\$40,499	\$607	\$50.62
Medical Lake Town	Spokane	\$25,984	\$34,920	\$524	\$43.65
Medina City	King	\$91,907	\$123,515	\$1,853	\$154.39
Mercer Island City Mesa Town	King Franklin	\$71,582 \$29,291	\$96,200 \$39,365	\$1,443 \$590	\$120.25 \$49.21
Metaline Falls Town	Pend Oreille	\$16,563	\$39,303 \$22,259	\$390 \$334	\$49.21 \$27.82
Metaline Town	Pend Oreille	\$10,505	\$42,239	\$53 4 \$645	\$27.82 \$53.73
Midland (CDP)	Pierce	\$28,533	\$38,346	\$575	\$47.93
Mill Creek City (CDP)	Snohomish	\$50,250	\$67,532	\$1,013	\$84.41
Millwood Town	Spokane	\$23,883	\$32,097	\$481	\$40.12
Milton Town	Pierce	\$35,757	\$48,054	\$721	\$60.07
Minnehaha (CDP)	Clark	\$31,183	\$41,907	\$629	\$52.38
Mirrormont (CDP)	King	\$61,734	\$82,965	\$1,244	\$103.71
Monroe City	Snohomish	\$26,027	\$34,978	\$525	\$43.72
Montesano City	Grays Harbor	\$22,700	\$30,507	\$458	\$38.13
Morton City	Lewis	\$20,223	\$27,178	\$408	\$33.97
Moses Lake City	Grant	\$23,358	\$31,391	\$471	\$39.24
Mossy Rock City	Lewis	\$17,404	\$23,390	\$351	\$29.24
Mount Vernon City	Skagit	\$27,022	\$36,315	\$545	\$45.39
Mountlake Terrace City	Snohomish	\$35,391	\$47,563	\$713	\$59.45
Moxee City Town	Yakima	\$18,750	\$25,198	\$378	\$31.50
Mukilteo City	Snohomish	\$46,993	\$63,155	\$947	\$78.94
Naches Town	Yakima	\$18,500	\$24,862	\$373	\$31.08
Napavine City	Lewis	\$22,105	\$29,707	\$446	\$37.13
Navy Yard City (CDP)	Kitsap	\$24,557	\$33,003	\$495	\$41.25
Neah Bay (CDP)	Clallam	\$17,321	\$23,278	\$349	\$29.10
Nespelem Town	Okanogan	\$16,719	\$22,469	\$337	\$28.09
Newport City	Pend Oreille	\$16,076	\$21,605	\$324	\$27.01
Newport Hills (CDP)	King	\$50,632	\$68,045	\$1,021	\$85.06
Nisqually Indian Community (CDP)	Thurston	\$26,406	\$35,487	\$532	\$44.36
Community (CDI)					

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
Nooksack City	Whatcom	\$27,500	\$36,958	\$554	\$46.20
Normandy Park City	King	\$53,858	\$72,381	\$1,086	\$90.48
North Bend City	King	\$29,020	\$39,000	\$585	\$48.75
North Bonneville City	Skamania	\$22,500	\$30,238	\$454	\$37.80
North City / Ridgecrest (CDP)	King	\$34,051	\$45,762	\$686	\$57.20
North Creek / Canyon Park (CDP)	Snohomish	\$45,341	\$60,935	\$914	\$76.17
North Hill (CDP)	King	\$39,246	\$52,743	\$791	\$65.93
North Marysville (CDP)	Snohomish	\$39,984	\$53,735	\$806	\$67.17
North Omak (CDP)	Okanogan	\$13,750	\$18,479	\$277	\$23.10
North Puyallup (CDP)	Piece	\$19,667	\$26,431	\$396	\$33.04
North Yelm (CDP)	Thurston	\$25,389	\$34,121	\$512	\$42.65
Northport Town	Stevens	\$20,595	\$27,678	\$415	\$34.60
Oak Harbor City	Island	\$25,556	\$34,345	\$515	\$42.93
Oakesdale Town	Whitman	\$28,500	\$38,302	\$575	\$47.88
Oakville City	Grays Harbor	\$19,643	\$26,399	\$396	\$33.00
Ocean Park (CDP)	Pacific	\$18,104	\$24,330	\$365	\$30.41
Ocean Shores City	Grays Harbor	\$25,490	\$34,256	\$514	\$42.82
Odessa Town	Lincoln	\$23,295	\$31,307	\$470	\$39.13
Okanogan City	Okanogan	\$19,184	\$25,782	\$387	\$32.23
Olympia City	Thurston	\$27,785	\$37,341	\$560	\$46.68
Omak City	Okanogan	\$19,603	\$26,345	\$395	\$32.93
Opportunity (CDP)	Spokane	\$29,207	\$39,252	\$589	\$49.06
Orchards North (CDP)	Clark	\$31,763	\$42,687	\$640	\$53.36
Orchards South (CDP)	Clark	\$33,881	\$45,533	\$683	\$56.92
Oroville Town	Okanogan	\$14,190	\$19,070	\$286	\$23.84
Orting Town	Pierce	\$26,250	\$35,278	\$529	\$44.10
Othello City	Adams	\$24,433	\$32,836	\$493	\$41.04
Otis Orchards - East Farms (CDP)	Spokane	\$32,842	\$44,137	\$662	\$55.17
Pacific City	King	\$32,468	\$43,634	\$655	\$54.54
Paine Field - Lake Stickney (CDP)	Snohomish	\$32,134	\$43,185	\$648	\$53.98
Palouse City	Whitman	\$22,375	\$30,070	\$451	\$37.59
Parkland (CDP)	Pierce	\$27,704	\$37,232	\$558	\$46.54
Parkwood (CDP)	Kitsap	\$33,862	\$45,508	\$683	\$56.88
Pasco City	Franklin	\$17,897	\$24,052	\$361	\$30.07
Pateros Town	Okanogan	\$20,375	\$27,382	\$411	\$34.23
Pe Ell Town	Lewis	\$17,344	\$23,309	\$350	\$29.14
Pine Lake (CDP)	King	\$59,077	\$79,395	\$1,191	\$99.24
Pomeroy City	Garfield	\$22,903	\$30,780	\$462	\$38.47
Port Angeles City	Clallam	\$24,685	\$33,175	\$498	\$41.47

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
Port Angeles East (CDP)	Clallam	\$25,435	\$34,183	\$513	\$42.73
Port Orchard City	Kitsap	\$22,984	\$30,889	\$463	\$38.61
Port Townsend City	Jefferson	\$25,518	\$34,294	\$514	\$42.87
Poulsbo City	Kitsap	\$25,385	\$34,115	\$512	\$42.64
Prairie Ridge (CDP)	Pierce	\$30,821	\$41,421	\$621	\$51.78
Prescott Town	Walla Walla	\$17,917	\$24,079	\$361	\$30.10
Priest Point (CDP)	Snohomish	\$40,391	\$54,282	\$814	\$67.85
Prosser City	Benton	\$25,319	\$34,027	\$510	\$42.53
Pullman City	Whitman	\$17,886	\$24,037	\$361	\$30.05
Puyallup City	Pierce	\$32,849	\$44,146	\$662	\$55.18
Quincy Town	Grant	\$18,626	\$25,032	\$375	\$31.29
Rainier Town	Thurston	\$24,500	\$32,926	\$494	\$41.16
Raymond City	Pacific	\$16,011	\$21,517	\$323	\$26.90
Reardan Town	Lincoln	\$26,023	\$34,973	\$525	\$43.72
Redmond City	King	\$42,299	\$56,846	\$853	\$71.06
Renton City	King	\$32,393	\$43,533	\$653	\$54.42
Republic Town	Ferry	\$26,696	\$35,877	\$538	\$44.85
Richland City	Benton	\$36,626	\$49,222	\$738	\$61.53
Richmond Beach Innis Arden (CDP)	King	\$52,837	\$71,009	\$1,065	\$88.76
Richmond Highlands (CDP)) King	\$37,300	\$50,128	\$752	\$62.66
Ridgefield City	Clark	\$26,992	\$36,275	\$544	\$45.34
Ritzville City	Adams	\$22,528	\$30,276	\$454	\$37.84
Riverside Town	Okanogan	\$21,250	\$28,558	\$428	\$35.70
Riverton - Boulevard Park (CDP)	Okanogan	\$30,353	\$40,792	\$612	\$50.99
Rochester (CDP)	Thurston	\$27,895	\$37,489	\$562	\$46.86
Rock Island Town	Douglas	\$21,316	\$28,647	\$430	\$35.81
Rockford Town	Spokane	\$21,696	\$29,158	\$437	\$36.45
Rosalia Town	Whitman	\$18,438	\$24,779	\$372	\$30.97
Roslyn City	Kittitas	\$15,648	\$21,030	\$315	\$26.29
Roy City	Pierce	\$24,375	\$32,758	\$491	\$40.95
Royal City Town	Grant	\$19,083	\$25,646	\$385	\$32.06
Ruston Town	Pierce	\$27,500	\$36,958	\$554	\$46.20
Sahalee (CDP)	King	\$61,524	\$82,683	\$1,240	\$103.35
Salmon Creek (CDP)	Clark	\$34,170	\$45,922	\$689	\$57.40
Satus (CDP)	Yakima	\$7,592	\$10,203	\$153	\$12.75
Sea Tac (CDP)	King	\$32,437	\$43,593	\$654	\$54.49
Seattle City	King	\$29,353	\$39,448	\$592	\$49.31
Sedro-Woolley City	Skagit	\$23,606	\$31,724	\$476	\$39.66
Selah City	Yakima	\$27,374	\$36,788	\$552	\$45.99
Sequim City	Clallam	\$17,278	\$23,220	\$348	\$29.03
Shaker Church (CDP)	Snohomish	\$32,813	\$44,098	\$661	\$55.12

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
Shelter Bay (CDP)	Skagit	\$39,271	\$52,777	\$792	\$65.97
Shelton City	Mason	\$20,387	\$27,398	\$411	\$34.25
Sheridan Beach (CDP)	King	\$40,948	\$55,031	\$825	\$68.79
Silver Lake- Fircrest (CDP)	Snohomish	\$49,891	\$67,049	\$1,006	\$83.81
Silverdale (CDP	Kitsap	\$34,331	\$46,138	\$692	\$57.67
Skokomish (CDP)	Mason	\$12,150	\$16,329	\$245	\$20.41
Skykomish Town	King	\$12,150	\$16,329	\$245	\$20.41
Smokey Point (CDP)	Snohomish	\$25,745	\$34,599	\$519	\$43.25
Snee Oosh (CDP)	Skagit	\$41,500	\$55,773	\$837	\$69.72
Snohomish City	Snohomish	\$29,607	\$39,789	\$597	\$49.74
Snoqualmie City	King	\$26,678	\$35,853	\$538	\$44.82
Soap Lake City	Grant	\$13,536	\$18,191	\$273	\$22.74
South Bend City	Pacific	\$16,346	\$21,968	\$330	\$27.46
South Broadway (CDP)	Yakima	\$18,252	\$24,529	\$368	\$30.66
South Cle Elum Town	Kittitas	\$26,094	\$35,068	\$526	\$43.84
South Hill (CDP)	Pierce	\$38,704	\$52,015	\$780	\$65.02
South Prairie Town	Pierce	\$26,932	\$36,194	\$543	\$45.24
South Wenatchee (CDP)	Chelan	\$16,522	\$22,204	\$333	\$27.76
Spanaway (CDP)	Pierce	\$32,082	\$43,116	\$647	\$53.89
Spangle City	Spokane	\$19,643	\$26,399	\$396	\$33.00
Spokane City	Spokane	\$22,192	\$29,824	\$447	\$37.28
Sprague City	Lincoln	\$21,094	\$28,349	\$425	\$35.44
Springdale Town	Stevens	\$10,625	\$14,279	\$214	\$17.85
St John Town	Whitman	\$21,458	\$28,838	\$433	\$36.05
Stanwood City	Snohomish	\$25,670	\$34,498	\$517	\$43.12
Starbuck Town	Columbia	\$22,813	\$30,659	\$460	\$38.32
Steilacoorn Town	Pierce	\$34,456	\$46,306	\$695	\$57.88
Stevenson City	Skamania	\$20,294	\$27,273	\$409	\$34.09
Stimson Crossing (CDP)	Snohomish	\$35,313	\$47,458	\$712	\$59.32
Sudden Valley (CDP)	Whatcom	\$40,266	\$54,114	\$812	\$67.64
Sultan Town	Snohomish	\$26,296	\$35,340	\$530	\$44.17
Sumas City	Whatcom	\$23,625	\$31,750	\$476	\$39.69
Summitt (CDP)	Pierce	\$36,663	\$49,272	\$739	\$61.59
Sumner City	Pierce	\$26,038	\$34,993	\$525	\$43.74
Sunnyside City	Yakima	\$20,393	\$27,406	\$411	\$34.26
Sunnyslope (CDP)	Chelan	\$38,015	\$51,089	\$766	\$63.86
Suquamish (CDP)	Kitsap	\$29,216	\$39,264	\$589	\$49.08
Swinomish Village (CDP)	Skagit	\$14,381	\$19,327	\$290	\$24.16
Tacoma City	Pierce	\$25,333	\$34,045	\$511	\$42.56
Taholah (CDP)	Grays Harbor	\$19,115	\$25,689	\$385	\$32.11
Tanglewilde Thompson Place (CDP)	Thurston	\$31,084	\$41,774	\$627	\$52.22
Tekoa City	Whitman	\$17,375	\$23,351	\$350	\$29.19

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
Tenino Town	Thurston	\$19,545	\$26,267	\$394	\$32.83
Terrace Height (CDP)	Yakima	\$35,579	\$47,815	\$717	\$59.77
Tieton Town	Yakima	\$18,421	\$24,756	\$371	\$30.95
Toledo City	Lewis	\$18,606	\$25,005	\$375	\$31.26
Tonasket Town	Okanogan	\$16,848	\$22,642	\$340	\$28.30
Toppenish City	Yakima	\$19,976	\$26,846	\$403	\$33.56
Town & Country (CDP)	Spokane	\$32,172	\$43,236	\$649	\$54.05
Tracyton (CDP)	Kitsap	\$33,214	\$44,637	\$670	\$55.80
Trentwood ZCDP)	Spokane	\$31,629	\$42,507	\$638	\$53.13
Tukwila City	King	\$30,141	\$40,507	\$608	\$50.63
Tulalip Bay (CDP)	Snohomish	\$30,234	\$40,632	\$609	\$50.79
Tumwater City	Thurston	\$29,326	\$39,412	\$591	\$49.26
Twisp Town	Okanogan	\$18,819	\$25,291	\$379	\$31.61
Union Gap City	Yakima	\$20,639	\$27,737	\$416	\$34.67
Union Town Town	Whitman	\$24,107	\$32,398	\$486	\$40.50
University Place (CDP)	King	\$34,756	\$46,709	\$701	\$58.39
Vader City	Lewis	\$20,833	\$27,998	\$420	\$35.00
Vancouver City	Clark	\$21,552	\$28,964	\$434	\$36.21
Vancouver Mall (CDP)	Clark	\$32,992	\$44,338	\$665	\$55.42
Veradale (CDP)	Spokane	\$34,435	\$46,278	\$694	\$57.85
Waitsburg City	Walla Walla	\$22,583	\$30,350	\$455	\$37.94
Walla Walla City	Walla Walla	\$21,301	\$28,627	\$429	\$35.78
Walla Walla East (CDP)	Walla Walla	\$36,690	\$49,308	\$740	\$61.64
Waller (CDP)	Pierce	\$38,264	\$51,424	\$771	\$64.28
Walnut Grove (CDP	Clark	\$35,533	\$47,753	\$716	\$59.69
Wapato City	Yakima	\$17,596	\$23,648	\$355	\$29.56
Warden Town	Grant	\$21,111	\$28,371	\$426	\$35.46
Washougal City	Clark	\$25,463	\$34,220	\$513	\$42.78
Washutucna Town	Adams	\$27,833	\$37,405	\$561	\$46.76
Waterville Town	Douglas	\$22,500	\$30,238	\$454	\$37.80
Waverly Town	Spokane	\$23,750	\$31,918	\$479	\$39.90
Weallup Lake (CDP)	Snohomish	\$26,500	\$35,614	\$534	\$44.52
Wenatchee City	Chelan	\$22,806	\$30,649	\$460	\$38.31
West Clarkston - Highland (CDP)	Asotin	\$21,778	\$29,268	\$439	\$36.58
West Lake Sammamish (CDP)	King	\$63,255	\$85,009	\$1,275	\$106.26
West Lake Stevens (CDP)	Snohomish	\$37,641	\$50,586	\$759	\$63.23
West Longview	Cowlitz	\$25,443	\$34,193	\$513	\$42.74
West Pasco CDP	Franklin	\$39,972	\$53,719	\$806	\$67.15
West Richland City	Benton	\$35,815	\$48,132	\$722	\$60.17
West Side Highway (CDP)	Cowlitz	\$33,221	\$44,646	\$670	\$55.81
West Valley (CDP)	Yakima	\$38,120	\$51,230	\$768	\$64.04

Community	County	1990 Census	2000 Estimate	1.5% of Annual MHI	1.5% of Monthly MHI
West Wenatchee (CDP)	Chelan	\$41,277	\$55,473	\$832	\$69.34
Westport City	Grays Harbor	\$19,781	\$26,584	\$399	\$33.23
White Center / Shorewood (CDP	King	\$39,497	\$53,081	\$796	\$66.35
White Salmon City	Klickitat	\$21,984	\$29,545	\$443	\$36.93
White Swan (CDP)	Yakima	\$17,865	\$24,009	\$360	\$30.01
Wilbur Town	Lincoln	\$25,189	\$33,852	\$508	\$42.31
Wilkeson Town	Pierce	\$33,125	\$44,517	\$668	\$55.65
Wilson Creek Town	Grant	\$20,234	\$27,193	\$408	\$33.99
Winlock City	Lewis	\$21,500	\$28,894	\$433	\$36.12
Winslow City	Kitsap	\$26,958	\$36,229	\$543	\$45.29
Winthrop Town	Okanogan	\$17,222	\$23,145	\$347	\$28.93
Woodinville (CDP)	King	\$57,403	\$77,145	\$1,157	\$96.43
Woodland City	Clark	\$25,615	\$34,424	\$516	\$43.03
Woodmont Beach (CDP)	King	\$33,905	\$45,565	\$683	\$56.96
Woodway City	Snohomish	\$62,439	\$83,913	\$1,259	\$104.89
Yacolt Town	Clark	\$18,740	\$25,185	\$378	\$31.48
Yakima City	Yakima	\$23,520	\$31,609	\$474	\$39.51
Yarrow Point Town	King	\$76,196	\$102,401	\$1,536	\$128.00
Yelm Town	Thurston	\$19,053	\$25,606	\$384	\$32.01
Zillah	Yakima	\$22,903	\$30,780	\$462	\$38.47

Appendix O: Cash Flow Projection Form



Centennial Clean Water Fund State Revolving Fund Cash Flow Projection Form

Applicant Name:	
Project Title:	

Quarter	Year	Month (in which payment request is	Estimated Amount
		anticipated)	(of payment request)
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
		Total Request	\$

Appendix P: Financial Assistance for Agricultural Best Management Practices

Introduction

Surface waters and ground waters in Washington State are threatened or already impaired by many point and nonpoint sources of pollution, including agricultural sources. The state is able to provide financial assistance in the form of low-interest loans to landowners through a public entity if the primary purpose of the assistance is to improve or protect water quality for the benefit of the public.

Ecology limits its participation to best management practices that:

- Are recommended in an approved watershed management plan or are required in order to meet a National Pollution Discharge Elimination System (NPDES) permit;
- Provide public benefits through improved water quality;
- Are based on water quality improvements and not on production needs; and
- Target the most critical areas and structural and non-structural practices that, if properly managed, will provide the greatest protection or improvement in water quality.

To address the need for preventing or correcting agricultural nonpoint pollution problems, and to use state resources responsibly and efficiently, Ecology established a policy in 1990 for providing financial assistance for implementation of agricultural best management practices (BMPs) on private property. The policy was developed with the assistance of an advisory committee comprised of state and federal agencies, state legislative staff, local governments, and the agricultural community.

Agricultural Best Management Practices

Agricultural best management practices (BMPs) are those activities and facilities for preventing or reducing the amount of pollution entering a water body. Eligible agricultural BMPs are limited to those practices that directly improve or protect water quality. Agricultural practices that are based primarily on production, operation, or maintenance are not eligible. Time spent by professional staff engaged in farm planning and/or providing technical assistance to landowners where a water quality benefit will result is also eligible.

Agricultural BMPs Eligible for Funding include (but are not limited to):

- Sediment control structures;
- Controlled animal access:
- Terraces;
- Animal restriction fencing;
- Waterway diversions/drop structures;
- Animal waste storage ponds and waste distribution systems;
- Enclosed conduits for irrigation (water quality benefit only);
- Establishment of grassed waterways and other permanent vegetative cover.
- Streambank stabilization and revegetation;

Agricultural Practices Not Eligible for Funding include (but are not limited to):

- Sub-soiling;
- Increasing surface residue;

- Reservoir tillage operations;
- Chemical fallow operations;
- Cross fencing to restrict range animal movement;
- Deferred grazing practices;
- Land acquisition/leases/easements;
- Installation of drainage tile to reduce soil moisture;
- Access roads for livestock management;
- Irrigation structures unrelated to water quality;
- Conservation easements;
- Wildlife habitat development;
- Pesticide and herbicide disposal;
- Payment for establishing permanent crops in non-critical areas;
- Subsidies for set-aside;
- Other production and management items as determined by Ecology.

Agricultural Best Management Practices Prerequisites

Applications submitted for funding consideration involving agricultural best management practices must be based on a Ecology approved watershed management plan which meets the following statewide requirements:

- <u>Public involvement</u> allowing and encouraging all affected groups and individuals to participate in the planning and decision-making process;
- <u>Watershed characterization</u> describing the physical, cultural, social, and economic characteristics of the basin (including the beneficial uses of the water, water quality trends, biological assessments, habitat inventories, and other relevant data);
- Water quality goals and objectives outlining the anticipated water quality improvements;
- <u>Alternative solutions</u> or source control strategies outlining the optional approaches for achieving the water quality goals and objectives, and the solutions selected to solve the most immediate and pressing problems;
- <u>Implementation and enforcement strategy</u> identifying the resources, methods, and groups/agencies involved in achieving and maintaining the water quality goals and objectives. This includes documenting the local commitment to implement the plan and developing the appropriate land use, regulatory, enforcement, or other institutional measures necessary to ensure the project's success;
- Evaluation process, including a long-term water quality monitoring evaluation, which identifies any necessary changes during the plan's implementation and determines the plan's overall success; and
- <u>Public information and education</u> to make citizens aware of their roles in preventing and correcting pollution.

In addition to the statewide planning requirements, applications involving agricultural best management practices in the Puget Sound basin must be based on a watershed management plan meeting the requirements of Chapter 400-12 WAC <u>Local Planning and Management of Nonpoint Source Pollution</u>. The plan must be approved by the local watershed management committee and Ecology.

State of Washington Conservation Districts may implement agricultural BMP projects in the absence of a watershed management plan provided there is substantiated evidence that the BMP will address

known and already established priority problem areas. The Conservation District will need to document this evidence and submit it to Ecology for concurrence and approval.

Prior to the installation of any agricultural best management practice(s), an implementation strategy must be submitted to Ecology which contains (at a minimum), the following information:

- List of landowners, specific agricultural BMP's by site and location, estimated costs, and schedule for implementation;
- Financial arrangements between the grant/loan recipient and the landowner;
- Assurance that the practices have been identified in a farm plan and will be installed and maintained according to the Natural Resources Conservation Service (NRCS) standards;
- Assurance of post-project water quality monitoring; and
- Signed contracts with the participating landowners requiring them to 1) install and maintain the BMPs according to NRCS standards, 2) maintain the BMPs throughout the design life, and 3) satisfy other conditions, regulations, and permits required by Ecology or other governmental agencies.

Funding Considerations

Grant Funding Considerations:

- Projects involving BMP implementation must meet all planning requirements as noted previously;
- Project(s) must be identified on the Final Offer List for the Centennial Clean Water Fund or Clean Water Act Section 319 Nonpoint Source Fund;
- Grant funds can only be used for riparian improvements, fence construction, or demonstrations of new innovative/alternative BMP technology(s) if it has not been demonstrated in the Washington State Association of Conservation Districts area where the project is proposed; and
- Implementation of BMPs on private property using grant funds require an easement by the landowner.

Loan Funding Considerations

- Projects involving BMP implementation must meet all planning requirements as noted previously;
- Projects must be identified on the Final Offer List for the Centennial Clean Water Fund (Centennial) or the Final Intended Use Plan for the Washington State Water Pollution Control Revolving Fund (SRF);
- Funds must be awarded to a public body and then loaned to a landowner if funds are to be used on private property;
- Confined animal feeding operations are only eligible for Centennial loans;
- Activities and facilities eligible for SRF funding may be more restrictive based on federal laws and regulations;
- No individual landowner may receive more than \$100,000 in loan funds per project; and
- All loans must have a dedicated source of repayment.

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Summary

In the state fiscal year 2000 grant and loan process last year, Ecology included an approach for awarding points based upon locally derived priorities. This was part of an overall pilot grant and loan process recommended to Ecology in November 1998 by the Financial Assistance Restructuring Committee. The Committee recommended Ecology allow for a total of up to 100 points of the project evaluation criteria to be awarded to eligible projects that have been ranked by local governments, tribes, conservation districts, and certain special purpose districts. These points are referred to as local prioritization points.

Applicants and administrators reported numerous difficulties in implementing the local prioritization process last year. Nonetheless, over 80 percent of all projects proposed last year were awarded points for submitting local priorities. In summer 1999, the successes and problems of the local prioritization process were presented to the Water Quality Financial Assistance Council. The Council recommended that Ecology retain, but make improvements to the local prioritization process.

Changes from FY 2000

For state fiscal year 2001, Ecology's Water Quality Financial Assistance Council has recommended changes to improve the local prioritization process. Those changes are included in this guidance and are summarized as follows:

- All Local Priorities Must be Contained Within a Water Resource Inventory Area. Last year, applicants were given a choice of using a water resource inventory area (WRIA) or a county boundary for listing priorities. This year, points will be awarded only to priorities submitted on a WRIA basis.
- **Fewer Signatures are Required**. Instead of needing signatures from every member comprising a required organization (e.g. every city within a project proposal WRIA), signatures will be required only from the largest city (population), largest (service area) conservation district, largest (service area) special purpose district providing wastewater services, all counties with jurisdictional responsibility for at least 25 percent of the area within the WRIA boundary, and all Indian tribes with reservations or fishing rights.
- Organized Local Planning Groups. As an alternative to submittals from the five required organizations, an organized local planning group may also submit a statement of agreed priority provided they represent at least three of the five required organizations and they have informed those required organizations not participating of their intent and submitted priorities.

Definitions

Project Proposal WRIA: In order to be eligible for local priority points, the project proposal area shall be a Water Resource Inventory Area.

Required Organizations: Governmental entities or special districts as follows:

- **City** the largest (in population) incorporated city, town or municipal corporation within the project proposal WRIA.
- **Counties** all counties with jurisdictional responsibility for at least 25 percent of the area within the project proposal WRIA boundary.
- **Conservation District** the largest (service area) organized and operating conservation district within the project proposal WRIA.
- **Special Purpose District** the largest (in population) special purpose district (public) providing wastewater services, including but not limited to sewer, water & sewer districts, or public utility districts within the project proposal WRIA.
- **Tribes** all federally-recognized tribes with reservations or fishing rights within the project proposal WRIA.

Organized Local Planning Group: An organized local planning group sponsored and operating with the support and assistance of local governments and which includes representatives of three or more required organizations. Organized local planning groups may include planning units organized under Chapter 90.82 RCW (Watershed Planning Act), 2496 (Salmon Recovery Act), or Chapter 400-12 WAC (Puget Sound Watershed Planning).

Statement of Agreed Priority: A written document that contains a numeric priority ranking for eligible projects within a project proposal WRIA and which contains the signatures of representatives of the required organizations and/or organized local planning group agreeing to support or not object to the specific ranking included.

Eligibility Requirements for Local Prioritization Points

Local prioritization is elective and applicants do not have to engage in or complete this process to be eligible for funding consideration. However, projects will not be awarded local prioritization points if the process described here is not followed. The maximum points available through the local prioritization process is 100 points.

Applicants within a given WRIA boundary must decide among themselves on how they will convene and conduct the prioritization process. An organized local planning group may already be in existence which can be utilized or representatives from the required organizations can be contacted and a process developed to solicit their input for priorities. Additionally, it is up to the applicants, or those participating in the local participation process, to decide among themselves on how the statement of agreed priorities will be completed and submitted to Ecology.

Process for Establishing Local Priorities

In order to be eligible for local prioritization points, the following must occur:

- 1. All projects proposed for local prioritization must meet all funding program eligibility requirements.
- 2. Only one statement of agreed priority can be submitted per WRIA.

- 3. All projects proposed for local prioritization must be assigned a numeric priority (e.g., 1, 2, 3, etc.).
- 4. Only one project per WRIA shall be given a unique ranked number (i.e., only one number 1 prioritized project, only one number 2 prioritized project, etc.) regardless of the number of projects proposed or regardless of the entity proposing the projects. If more that one project within a project proposal WRIA is submitted with the same ranked number, neither of the conflicting projects will receive local prioritization points.
- 5. All statements of agreed priority must include original signatures. If multiple documents are submitted to expedite signature collection, all submittals must contain original signatures.
- 6. Signatures must be from at least one of the following levels of authority: Mayor; Tribal Chair; County Executive; City Manager; Chair of an elected commission or council; or lead agency representative for organized local planning group. If signatures other than those specified above are used, a statement of delegated authority must be provided to validate the signature indicated.
- 7. If a statement of agreed priority is submitted from the five required organizations, only one signature is required from each of the organizations within the project proposal WRIA. Signature means that the respective organization is in agreement with or does not object to the assigned numeric priorities reflected in the project proposal WRIA.
 - If a statement of agreed priority is submitted from a organized local planning group, only one signature is required from the organizing body of that group. Signature means that the organized local planning group is in agreement with or does not object to the assigned numeric priorities reflected in the project proposal WRIA. All required organizations not represented on the organized local planning group must be notified by registered or certified mail of the group's intended priorities. Objections by the non-represented group can be used to disqualify the submitted priorities from local prioritization points.
- 8. Any required organization can object to the numeric priorities submitted in their respective project proposal WRIA. Objections with a stated rationale on specific proposed projects must be submitted to Ecology in writing. If received by Ecology, Ecology will (a) forward the objection to those submitting the statement of agreed priority for resolution; or (b) disqualify all priorities within the WRIA from being awarded local prioritization points.
- 9. Ecology will award points based upon successful completion of the local prioritization process. Where successfully completed, projects ranked number one through ten will be separated by increments of ten-points while projects ranked 11th and greater will receive five points each. Non-ranked projects will receive zero points.
- 10. Ecology may also consider awarding points to projects on a case by case basis where statements of agreed priority are not signed by all required organizations. However, since Ecology is making it easier for groups to submit statements of agreed priorities this year (i.e., all entities within a watershed are no longer to submit signatures, only the largest), Ecology will typically NOT award local priorities points where a required group is missing and written proof of reasonable and prudent efforts to notify that group is not submitted to Ecology

uanty Program, i	Department of E	cology, PO Bo	ox 47600, Oly	mpia, Washin	gton 98504.

STATEMENT OF AGREED PRIORITY

DATE

Kim McKee Financial Management Section Water Quality Program Department of Ecology PO Box 47600 Olympia, Washington 98504 - 7600

Re: FY 2001 Grant/Loan Application - Statement of Agreed Priority

Dear Mr. McKee:

We the undersigned submit the following project(s) for consideration of local prioritization points under the funding selection process for state fiscal year 2001 Centennial Clean Water Fund, Washington State Water Pollution Control Revolving Fund, and Clean Water Act Section 319 Nonpoint Source Fund consideration.

Vater Resource Inventor	ry Area (WRIA) #
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Proposed Project Ranking:

Locally	Project Title
Ranked	(Insert title and other means for identifying the project here. Attach additional
Project	information, if needed).
# 1	
# 2	
# 3	
# 4	
# 5	
# 6	
# 7	
# 8	
# 9	
# 10	
>#10	
Non-ranked	

We the undersigned certify that we are legally authorized representatives of water quality entities for prioritizing environmental and water quality projects and initiatives within the project area. We certify that we agree or do not object with the numerical priority ranking for proposals given in this letter. Additionally, we certify that no other eligible water quality project for the proposed project area has or will be submitted to the Department of Ecology with the same priority ranking given in this letter. Signed:

Title of Local Planning Group
And / Or
County(s)
City
Conservation District
Special Purpose District
Tribe(s)

(See next page for regional contacts)

Water Quality Program, Headquarters: Main: (360) 407-6400

Fax: (360) 407-6426

Funding Program Eligibility Questions:

General Questions	Kim McKee, (360) 407-6566, kmck461@ecy.wa.gov
	Tim Hilliard, (360) 407-6429, thil461@ecy.wa.gov
Facility Project Questions	Brian Howard, (360) 407-6510, brho461@ecy.wa.gov
Activity Project Questions	Dan Filip, (360) 407-6509, dfil461@ecy.wa.gov

General Application Information:

Application Packets; Program Guidelines; Workshop Announcements; Funding Award Schedule	Tammy Riddell, (360) 407-6503, trid461@ecy.wa.gov
Ecology Publications	Ecology Publications, (360) 407-7472, ecypub@ecy.wa.gov

Project Specific Questions:

Engineering Delegation	Bill Moore, (360) 407-6444, bmoo461@ecy.wa.gov
Financial Hardship Assistance	Brian Howard, (360) 407-6510, brho461@ecy.wa.gov
Financial Management	Karen Beatty, (360) 407-6549, kbea461@ecy.wa.gov
	Mel Lick, (360) 407-6542, mlic461@ecy.wa.gov
	Jon Peterson, (360) 407-6550, jpet461@ecy.wa.gov
Nonpoint Source Planning and Implementation	Dan Filip, (360) 407-6509, dfil461@ecy.wa.gov
	Kim McKee, (360) 407-6566, kmck461@ecy.wa.gov
Point Source Planning and Implementation	Brian Howard, (360) 407-6510, brho461@ecy.wa.gov
	Steve Carley, (360) 407-6572, stca461@ecy.wa.gov

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ECOLOGY REGIONAL CONTACTS:

<u>Central Regional Office (Yakima)</u> Main: (509) 575-2490 Fax: (509) 575-2809

Activity Projects in Horseheaven/Klickitat Management area	Pat Irle, (509) 454-7864, pirl461@ecy.wa.gov
Facility Projects in Horseheaven/Klickitat Management Area	Kim Sherwood, (509) 457-7100, kshe461@ecy.wa.gov
Activity Projects in Lower Yakima Management Area	Pat Irle, (509) 454-7864, pirl461@ecy.wa.gov
Facility Projects in Lower Yakima Management Area	Kim Sherwood, (509) 457-7100, kshe461@ecy.wa.gov
Activity and Facility Projects in Upper Yakima Management Area	Chris Hall, (509) 454-7844, chal461@ecy.wa.gov
Activity Projects in Okanogan Management Area	Ray Latham, (509) 575-2807, rlat461@ecy.wa.gov
Facility Projects in Okanogan Management Area	Jim Milton, (509) 575-2434, smil461@ecy.wa.gov
Activity Projects in Wenatchee Management Area	Ray Latham, (509) 575-2807, rlat461@ecy.wa.gov
Facility Projects in Wenatchee Management Area	Jim Milton, (509) 575-2434, smil461@ecy.wa.gov

<u>Eastern Regional Office (Spokane)</u>
Main: (509) 456-2926
Fax: (509) 456-6175

Facility Projects in Spokane, Upper Columbia, and Pend Oreille Management Areas	Cal Ferguson, (509) 625-5178, cfer461@ecy.wa.gov
Facility Projects in Crab Creek, Mid-Columbia, Esquatzel, Lower Snake, and Upper Snake Management Areas	Richard Koch, (509) 456-6162, rkoc461@ecy.wa.gov
Activity Projects in Upper Columbia and Pend Oreille Management Areas	Jean Parodi, (509) 456-6160, jpar461@ecy.wa.gov
Activity Projects in Spokane, Mid-Columbia, Crab Creek, and Esquatzel Management Areas	Nancy Weller (509) 625-5194, nwel461@ecy.wa.gov
Activity Projects in Lower Snake and Upper Snake Management Areas	Jim Jacobsen, (509) 456-3287, jjac461@ecy.wa.gov

Continued

Northwest Regional Office (Bellevue) Main: (425) 649-7000 Fax: (425) 649-7098

Facility Projects in Nooksack Management Area	Ed Abbasi, (425) 649-7227, eabb461@ecy.wa.gov
	Mark Henderson, (360) 676-2198, mhen461@ecy.wa.gov
Facility Projects in San Juan County	Bernard Jones, (425) 649-7146, bjon461@ecy.wa.gov
Facility Projects in Skagit River Watershed	Ed Abbasi, (425) 649-7227, eabb461@ecy.wa.gov
Facility Projects in Stillaguamish River Watershed	Mike Dawda, (425) 649-7027, mdaw461@ecy.wa.gov
Facility Projects in Island County	David Nunnallee, (425) 649-7050, dnun461@ecy.wa.gov
Activity Projects in Island County	Joan Snyder, (425) 649-7213, jsny461@ecy.wa.gov
Facility Projects in Snohomish River Watershed	David Wright, (425) 649-7059, dwri461@ecy.wa.gov
Activity Projects in Snohomish County	Joan Snyder, (425) 649-7213, jsny461@ecy.wa.gov
Facility Projects in Cedar River Watershed	Bernard Jones, (425) 649-7146, bjon461@ecy.wa.gov
Facility Projects in Green/Duwamish River Watersheds Activity Projects in Green River Watershed	Ken Ziebart, (425) 649-7164, kzie461@ecy.wa.gov Joan Snyder, (425) 649-7213, jsny461@ecy.wa.gov
Activity Projects in Kitsap County	Joan Snyder, (425) 649-7213, jsny461@ecy.wa.gov
All Other Facility Projects	Laura Fricke, (425) 649-7062, lfri461@ecy.wa.gov
All Other Activity Projects	Deborah Cornett, (425) 649-7195, dcor461@ecy.wa.gov

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Southwest Regional Office (Lacey)

Main: (360) 407-6300 Fax: (360) 407-6305

Activity and Stormwater Projects in Lower Columbia and Columbia Gorge Management Areas (Wahkiakum, Cowlitz, Skamania, and Clark Counties; Cowlitz River portion of Lewis County)	Dave Howard, (360) 690-4796, dhow461@ecy.wa.gov
Activity and Stormwater Projects in South Puget Sound, Eastern Olympic, and Western Olympic Management Areas	Jeannette Barreca, (360) 407-6556, jbar461@ecy.wa.gov
Facility Projects in Lower Columbia, Columbia Gorge, South Puget Sound, Eastern Olympic, and Western Olympic Management Areas	Chuck Meyer, (360) 407-6318, cmey461@ecy.wa.gov

Map to the Ecology Building

The Ecology Building includes offices of the Department of Ecology Headquarters (including the Water Quality Program), Ecology's Southwest Regional Office (including the regional Water Quality Section), the State Conservation Commission, the Puget Sound Water Quality Action Team, and the US Environmental Protection Agency's Washington Operations Office. The US Fish and Wildlife Service is located in a building in the same complex.

